

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

REAL ESTATE SERVICES DIVISION

PROJECT MANAGEMENT AND DEVELOPMENT BRANCH



## PROJECT MANUAL – Book I of V

INTRODUCTORY INFORMATION  
BIDDING REQUIREMENTS  
CONTRACTING REQUIREMENTS  
SPECIFICATIONS

FOR:

**RELOCATION OF RED MOUNTAIN  
COMMUNICATIONS SITE**

**STATE OF CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES**

**DEL NORTE AND HUMBOLDT COUNTY, CALIFORNIA**

**Brad Tress, Project Director**  
Telephone Number: (916) 217-6500  
West Sacramento, California

Consultant: Stantec Consulting, Inc.

**DOCUMENT 00 01 01**

**PROJECT TITLE PAGE**

**Title** : RELOCATION OF RED MOUNTAIN  
COMMUNICATIONS SITE

**Location** : Del Norte and Humboldt County, California

**Client Agency** : State of California  
Governor's Office of Emergency Services

**Project Locations** :

DSA #: 01-119051 : ALDER CONSERVATION CAMP  
SFM #: 20-1472 (Coordinates: 41°29'56.58"N, 124° 3'36.30"W)  
Del Norte County, California

DSA #: 01-119052 : BIG LAGOON  
SFM #: 20-1474 (Coordinates: 41°10'15.81"N, 124° 3'44.81"W)  
Humboldt County, California

DSA #: 01-119053 : RATTLESNAKE PEAK  
SFM #: 20-1476 (Coordinates: 41°37'24.50"N, 123°56'58.50"W)  
Del Norte County, California

**Project Number** : DGS000000136825

**Project Director** : Brad Tress, PD  
State of California  
Department of General Services  
Real Estate Services Division  
Project Management and Development Branch  
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West Sacramento, California 95605  
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**Consultant** : Stantec, Inc.  
Kevin Kinoshita, P.E.  
Telephone Number: (916) 669-5991  
Email: Kevin.Kinoshita@stantec.com

## CERTIFICATIONS PAGE

PROJECT TITLE : RELOCATION OF RED MOUNTAIN COMMUNICATIONS SITE

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CLIENT AGENCY : State of California  
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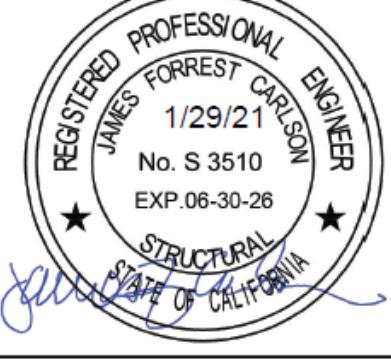
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ARCHITECT	CIVIL ENGINEER	STRUCTURAL ENGINEER
		
ELECTRICAL ENGINEER	MECHANICAL ENGINEER	

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REGULATORY REVIEWS:

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STATE FIRE MARSHAL	ACCESS COMPLIANCE / STRUCTURAL SAFETY

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CO-TA8	TOWER ANTENNA MOUNTING DETAILS (COMPROD)
CO-TA9	TOWER ANTENNA MOUNTING DETAILS (M2/KRECO)
CO-TA10	TOWER ANTENNA MOUNTING DETAILS (RFS)

## BIG LAGOON– INCREMENT 1

Sheet Number	Description
GENERAL	
BL-T1	TITLE SHEET
BL-T2	DRAWING INDEX
BL-T3	ABBREVIATIONS AND SYMBOLS
BL-T4	INSPECTION/TEST REQUIREMENTS
CIVIL	
BL-C1	GENERAL, GRADING AND EROSION CONTROL NOTES
BL-C2	CONSTRUCTION PLAN LEGEND AND SYMBOLS
BL-C3	GRADING PLAN
BL-C4	CIVIL DETAILS
BL-C5	GATE DETAILS AND SLASH PILE LOCATION
BL-C6	TOWER SITE ACCESS ROUTE
STRUCTURAL	
BL-S1.1	STRUCTURAL NOTES
BL-S1.2	STRUCTURAL NOTES AND ABBREVIATIONS
BL-S1.3	TYPICAL DETAILS
BL-S2.1	PROPANE TANK PLAN AND DETAILS
BL-S3.1	CMU BUILDING VAULT FOUNDATION AND ROOF FRAMING PLANS
BL-S3.2	CMU BUILDING VAULT SECTIONS
BL-S3.3	CMU BUILDING VAULT FOUNDATION DETAILS
BL-S3.4	CMU BUILDING VAULT ROOF DETAILS
BL-S4.1	FEEDLINE BRIDGE FOUNDATION AND FRAMING PLANS
BL-S4.2	FEEDLINE BRIDGE SECTIONS
BL-S4.3	FEEDLINE BRIDGE STRUCTURE DETAILS
ARCHITECTURAL	
BL-A2	CMU VAULT FLOOR AND ROOF PLANS
BL-A3	CMU VAULT SECTION AND EXTERIOR ELEVATIONS
MECHANICAL	
BL-M1	MECHANICAL FLOOR PLAN AND ROOF PLAN

## LIST OF DRAWINGS

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## PLUMBING

BL-P1

PLUMBING FLOOR PLAN AND ROOF PLAN

## ELECTRICAL

BL-E1.1  
BL-E1.2  
BL-E1.3  
BL-E2.0  
BL-E2.1

ONELINE DIAGRAM AND PANEL SCHEDULES  
LIGHTING, POWER, GROUNDING AND EQUIPMENT LAYOUT  
INTERIOR ELEVATIONS  
ELECTRICAL SITE PLAN  
ELECTRICAL ENLARGED SITE PLAN

## COMMON DRAWINGS

CO-S1  
CO-S2  
CO-A1  
CO-A2  
CO-A3  
CO-M1  
CO-M2  
CO-P1  
CO-P2  
CO-P3  
CO-P4  
CO-E1  
CO-AT1  
CO-ED1  
CO-ED2  
CO-ED3  
CO-ED4  
CO-ED4A  
CO-ED5  
CO-ED6  
CO-ED7  
CO-ED8  
CO-ED9

STRUCTURAL DETAILS  
STRUCTURAL DETAILS  
ARCHITECTURAL DETAILS  
ARCHITECTURAL DETAILS  
ARCHITECTURAL DETAILS  
MECHANICAL LEGEND, NOTES AND SCHEDULES  
MECHANICAL DETAILS  
PLUMBING LEGEND AND NOTES  
PLUMBING SCHEDULES  
PLUMBING PIPING DIAGRAM  
PLUMBING DETAILS  
ELECTRICAL SYMBOLS, ABBREVIATIONS LIGHT FIXTURE  
SCHEDULE  
FEEDLINE BRIDGE DETAILS  
GENERATOR AND VAULT EQUIPMENT DETAILS  
VAULT EQUIPMENT DETAILS  
VAULT EQUIPMENT DETAILS  
VAULT ALARM STATUS REPORTING SCHEMATIC  
VAULT ALARM POINT DESCRIPTIONS  
DETAILS  
DETAILS  
DETAILS  
VAULT CABLE RUNWAY PLAN AND DETAILS  
DETAILS

## BIG LAGOON- INC 2

Sheet Number

Description

GENERAL

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BL-T2.1

TITLE SHEET  
DRAWING INDEX

## BIG LAGOON

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BL-C2.1	CONSTRUCTION PLAN LEGEND AND SYMBOLS
BL-SF1	TOWER FOUNDATION
BL-SF2	FOUNDATION SECTIONS
BL-TE1	190' TOWER ELEVATIONS INITIAL LOADING
BL-TE2	190' TOWER SECTIONS INITIAL LOADING
BL-TE2.1	190' TOWER SECTIONS INITIAL LOADING
BL-TO1.1	MW ANTENNA SCHEMATICS PART 1 OF 2
BL-TO1.2	MW ANTENNA SCHEMATICS PART 2 OF 2
BL-TO2.1	VHF SCHEMATICS PART 1 OF 2
BL-TO2.2	VHF SCHEMATICS PART 2 OF 2

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S-2	SECTION 12V-U ELEVATION AND PLAN VIEWS
S-2.1	SECTION 12V-U STRUCTURAL DETAILS
S-3	SECTION 12V-I ELEVATION AND PLAN VIEWS
S-3.1	SECTION 12V-1 STRUCTURAL DETAILS
S-4	SECTION 12V-L ELEVATION AND PLAN VIEWS
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S-5	SECTION 15XT ELEVATION AND PLAN VIEWS
S-5.1	SECTION 15XT STRUCTURAL DETAILS
S-6	SECTION 18XT ELEVATION AND PLAN VIEWS
S-6.1	SECTION 18XT STRUCTURAL DETAILS
S-7	SECTION 21XT ELEVATION AND PLAN VIEWS
S-7.1	SECTION 21XT STRUCTURAL DETAILS
S-8	SECTION 24XT ELEVATION AND PLAN VIEWS
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S-10	SECTION 30KT ELEVATION AND PLAN VIEWS
S-10.1	SECTION 30KT STRUCTURAL DETAILS
S-11	TYP. PLATFORM GRATING/BRACING DETAILS
S-12	DIAGONALS/LIGHTING ROD AND MAST/SAFETY CLIMB
S-13	CENTER WAVEGUIDE/CLIMBING MAST DETAILS
S-14	CENTER WAVEGUIDE/CLIMBING CAGE/ANMTI-CLIMB ASSY
S-16	LEG MOUNTED MICROWAVE LOCATIONS (INITIAL LOADING)
S-17	UHF/VHF ANTENNA MOUNTING LOCATIONS (INITIAL LOADING)
S-18	SUB PLATFORM WAVEGUIDE ICE BRIDGE DETAILS
S-19	MICROWAVE ANTENNA ICE SHIELD DETAILS
S-20	MICROWAVE MOUNT KIT DETAILS
S-21	UHF/VHF ANTENNA MOUNT KIT DETAILS
S-22	LEG/ELEVATION I.D. PLATES
S-23	ANCHOR BOLT LAYOUT AND ANCHOR CAGE ASSY

ANTENNA MOUNTING DRAWINGS (DSA APPROVED #02-119809)

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CO-TA2	TOWER STRUCTURAL NOTES
CO-TA3	SITE PRO BRACKET DETAILS
CO-TA4	TOWER ANTENNA MOUNTING DETAILS (ANDREW)
CO-TA5.1	TOWER ANTENNA MOUNTING DETAILS (AMPHENOL ANTEL)
CO-TA5.2	TOWER ANTENNA MOUNTING DETAILS (AMPHENOL ANTEL)
CO-TA6	TOWER ANTENNA MOUNTING DETAILS (ANDREW/COMMSCOPE)
CO-TA7.2	TOWER ANTENNA MOUNTING DETAILS (SINCLAIR)
CO-TA8	TOWER ANTENNA MOUNTING DETAILS (COMPROD)
CO-TA9	TOWER ANTENNA MOUNTING DETAILS (M2/KRECO)
CO-TA10	TOWER ANTENNA MOUNTING DETAILS (RFS)
CO-TA14.1	TOWER ANTENNA MOUNTING DETAILS (SCALA)
CO-TA18.1	TOWER ANTENNA MOUNTING DETAILS (TELEWAVE)
CO-TA20	TOWER ANTENNA MOUNTING DETAILS (RFS/TELEWAVE)

## RATTLESNAKE PEAK – INCREMENT 1

Sheet Number	Description
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RP-T1	TITLE SHEET
RP-T2	DRAWING INDEX
RP-T3	ABBREVIATIONS AND SYMBOLS
RP-T4	INSPECTION/TEST REQUIREMENTS
CIVIL	
RP-C1	GENERAL, GRADING AND EROSION CONTROL NOTES
RP-C2	CONSTRUCTION PLAN LEGEND AND SYMBOLS
RP-C3	GRADING PLAN
RP-C4	SECTIONS AND DETAILS
RP-C5	GATE DETAILS AND LOCATION
RP-C6	TOWER SITE ACCESS ROUTE
STRUCTURAL	
RP-S1.1	STRUCTURAL NOTES
RP-S1.2	STRUCTURAL NOTES AND ABBREVIATIONS
RP-S1.3	TYPICAL DETAILS
RP-S2.1	DIESEL TANK PLAN AND DETAILS
RP-S3.1	CMU BUILDING VAULT FOUNDATION AND ROOF FRAMING PLANS
RP-S3.2	CMU BUILDING VAULT SECTIONS
RP-S3.3	CMU BUILDING VAULT FOUNDATION DETAILS
RP-S3.4	CMU BUILDING VAULT ROOF DETAILS
RP-S4.1	FEEDLINE BRIDGE FOUNDATION AND FRAMING PLANS
RP-S4.2	FEEDLINE BRIDGE SECTIONS

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RP-S5.1 SNORKEL STRUCTURE PLANS AND SECTIONS  
RP-S5.2 SNORKEL STRUCTURE DETAILS

ARCHITECTURAL

RP-A2 CMU VAULT FLOOR AND ROOF PLANS  
RP-A3 CMU VAULT SECTION AND EXTERIOR ELEVATIONS

MECHANICAL

RP-M1 MECHANICAL FLOOR PLAN AND ROOF PLAN

PLUMBING

RP-P1 PLUMBING FLOOR PLAN AND ROOF PLAN

ELECTRICAL

RP-E1.1 ONELINE DIAGRAM AND PANEL SCHEDULES  
RP-E1.2 LIGHTING, POWER, GROUNDING AND EQUIPMENT LAYOUT  
RP-E1.3 VAULT INTERIOR ELEVATIONS  
RP-E2.0 ELECTRICAL SITE PLAN  
RP-E2.1 ELECTRICAL ENLARGED SITE PLAN

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CO-S2 STRUCTURAL DETAILS  
CO-A1 ARCHITECTURAL DETAILS  
CO-A2 ARCHITECTURAL DETAILS  
CO-A3 ARCHITECTURAL DETAILS  
CO-M1 MECHANICAL LEGEND, NOTES AND SCHEDULES  
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CO-P1 PLUMBING LEGEND AND NOTES  
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CO-E1 ELECTRICAL SYMBOLS, ABBREVIATIONS LIGHT FIXTURE SCHEDULE  
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CO-ED1 GENERATOR AND VAULT EQUIPMENT DETAILS  
CO-ED2 VAULT EQUIPMENT DETAILS  
CO-ED3 VAULT EQUIPMENT DETAILS  
CO-ED4 VAULT ALARM STATUS REPORTING SCHEMATIC  
CO-ED4A VAULT ALARM POINT DESCRIPTIONS  
CO-ED5 DETAILS  
CO-ED6 DETAILS

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CO-ED7	COMMON DETAILS
CO-ED8	COMMON VAULT CABLE RUNWAY PLAN AND DETAILS
CO-ED9	COMMON DETAILS

## RATTLESNAKE PEAK – INC 2

Sheet Number	Description
GENERAL	
RP-T1.1	TITLE SHEET
RP-T2.1	DRAWING INDEX
RATTLESNAKE PEAK	
RP-C2.1	CONSTRUCTION PLAN LEGEND AND SYMBOLS
RP-SF1	TOWER FOUNDATION
RP-SF2	FOUNDATION SECTIONS
RP-TE1	190' TOWER ELEVATIONS INITIAL LOADING
RP-TE2	190' TOWER SECTIONS INITIAL LOADING
RP-TE2.1	190' TOWER SECTIONS INITIAL LOADING
RP-TO1.1	MW ANTENNA SCHEMATICS PART 1 OF 2
RP-TO1.2	MW ANTENNA SCHEMATICS PART 2 OF 2
RP-TO2.1	VHF SCHEMATICS PART 1 OF 2
RP-TO2.2	VHF SCHEMATICS PART 2 OF 2
TOWER DRAWINGS (BY OTHERS)	
T-1	COVER PAGE AND DRAWING INDEX
S-1	ELEVATION VIEW / NOTES
S-2	SECTION 12V-U ELEVATION AND PLAN VIEWS
S-2.1	SECTION 12V-U STRUCTURAL DETAILS
S-3	SECTION 12V-I ELEVATION AND PLAN VIEWS
S-3.1	SECTION 12V-I STRUCTURAL DETAILS
S-4	SECTION 12V-L ELEVATION AND PLAN VIEWS
S-4.1	SECTION 12V-L STRUCTURAL DETAILS
S-5	SECTION 15XT ELEVATION AND PLAN VIEWS
S-5.1	SECTION 15XT STRUCTURAL DETAILS
S-6	SECTION 18XT ELEVATION AND PLAN VIEWS
S-6.1	SECTION 18XT STRUCTURAL DETAILS
S-7	SECTION 21XT ELEVATION AND PLAN VIEWS
S-7.1	SECTION 21XT STRUCTURAL DETAILS
S-8	SECTION 24XT ELEVATION AND PLAN VIEWS
S-8.1	SECTION 24XT STRUCTURAL DETAILS
S-9	SECTION 27XT ELEVATION AND PLAN VIEWS
S-9.1	SECTION 27XT STRUCTURAL DETAILS
S-10	SECTION 30KT ELEVATION AND PLAN VIEWS
S-10.1	SECTION 30KT STRUCTURAL DETAILS

## LIST OF DRAWINGS

S-11	TYP. PLATFORM GRATING/BRACING DETAILS
S-12	DIAGONALS/LIGHTING ROD AND MAST/SAFETY CLIMB
S-13	CENTER WAVEGUIDE/CLIMBING MAST DETAILS
S-14	CENTER WAVEGUIDE/CLIMBING CAGE/ANMTI-CLIMB ASSY
S-16	LEG MOUNTED MICROWAVE LOCATIONS (INITIAL LOADING)
S-17	UHF/VHF ANTENNA MOUNTING LOCATIONS (INITIAL LOADING)
S-18	SUB PLATFORM WAVEGUIDE ICE BRIDGE DETAILS
S-19	MICROWAVE ANTENNA ICE SHIELD DETAILS
S-20	MICROWAVE MOUNT KIT DETAILS
S-21	UHF/VHF ANTENNA MOUNT KIT DETAILS
S-22	LEG/ELEVATION I.D. PLATES
S-23	ANCHOR BOLT LAYOUT AND ANCHOR CAGE ASSY

ANTENNA MOUNTING DRAWINGS (DSA APPROVED #02-119809)

CO-TA1	COVER SHEET AND INDEX
CO-TA2	TOWER STRUCTURAL NOTES
CO-TA3	SITE PRO BRACKET DETAILS
CO-TA4	TOWER ANTENNA MOUNTING DETAILS (ANDREW)
CO-TA5.2	TOWER ANTENNA MOUNTING DETAILS (AMPHENOL ANTEL)
CO-TA6	TOWER ANTENNA MOUNTING DETAILS (ANDREW/COMMSCOPE)
CO-TA7.2	TOWER ANTENNA MOUNTING DETAILS (SINCLAIR)
CO-TA8	TOWER ANTENNA MOUNTING DETAILS (COMPROD)
CO-TA9	TOWER ANTENNA MOUNTING DETAILS (M2/KRECO)
CO-TA10	TOWER ANTENNA MOUNTING DETAILS (RFS)
CO-TA18.1	TOWER ANTENNA MOUNTING DETAILS (TELEWAVE)
CO-TA20	TOWER ANTENNA MOUNTING DETAILS (RFS/TELEWAVE)

END OF DOCUMENT

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION  
PROJECT MANAGEMENT AND DEVELOPMENT BRANCH

DOCUMENT 00 11 00

INVITATION FOR BIDS

**SEALED BIDS:** DGS will receive sealed bids at 707 Third Street, West Sacramento, California 95605, before 2:00 P.M., July 31, 2025. Bids received after this date/time will not be considered received on time.

A public bid opening will be held on **August 1, 2025 at 2:00 P.M.** at 707 Third Street, West Sacramento, CA 95605. Bidders may attend virtually or in person. Bidders attending the bid opening in-person will need to meet and sign in at the security guard station in the lobby at the mailing address below. At the public bid opening, all bids received before **2:00 P.M., July 31, 2025** will be opened and recorded onto a Preliminary Bid Tabulation. Bidders do not need to attend the bid opening as the Preliminary Bid Tabulation will be made available immediately after the bid opening is completed and it will be emailed to invited bidders.

The bid opening may be attended virtually via the following link:

Teams meeting link: [Join the meeting now](#)

Teams meeting ID: 210 441 102 038 9

Teams Passcode: rM9XL3b7

**HAND DELIVERED BIDS:** Shall be placed in the DGS/OBAS Bid/Proposal Drop Box located in the lobby at 707 3<sup>rd</sup> Street in West Sacramento. The Drop Box will be opened at 2:00 p.m. Tuesday through Thursday and bids/proposals in the box will be certified as being received before 2:00 p.m. that day.

If mailing bids, ensure the outside of the mailing reads:

ATTENTION: JANNICE CASTRO  
RELOCATION OF RED MOUNTAIN COMMUNICATIONS SITE  
STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
DEL NORTE AND HUMBOLDT COUNTY, CALIFORNIA  
DO NOT OPEN  
DEPARTMENT OF GENERAL SERVICES  
OFFICE OF BUSINESS AND ACQUISITION SERVICES  
707 3<sup>RD</sup> STREET, MS 508, WEST SACRAMENTO, CA 95605

The bids shall include all Work pursuant to the Drawings and Project Manual, and Addenda as may be issued prior to bid opening date.

**Scope of Work:** Major components of Project Work consist of Major components of Project Work consist of establishing three new tower and vault communications facilities. Work includes site clearing, grading, road work, excavating for footings, installing towers, feedline bridges, vaults, backup power equipment, tower equipment, propane tanks, diesel tanks, electrical, mechanical and related work.

**Readvertisement:** This is a readvertisement of a Project for which bids were opened on December 20, 2024 and no contract was awarded. No revisions were made to scope of original work and the

INVITATION FOR BIDS

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Drawings and Project Manual, including Addenda, remain same as originally issued with exception of new bid opening date. New Bid Forms will be issued to qualified bidders.

**License:** Contractors' State License Classification required to bid Project is **A or B**.

**Certificate of Reported Compliance (CRC) – Fleet Vehicles:** As a condition of Contract award, prior to Contract execution, Contractor shall submit copies of the valid CRCs for any fleet retained by the Contractor or any listed Subcontractor, for which any vehicles subject to the California Air Resources Board In-Use Off-Road Diesel Fueled Fleet Regulations, Section 2449(i), Title 12, California Code of Regulations, are used in the completion of the work included in the Contract.

More information on the In-Use Off-Road Diesel-Fueled Fleets Regulation can be found at the following link: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

**Generative Artificial Intelligence (GenAI):** The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code § 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

**Availability of Funds:** Award of this contract is subject to the availability of funds through the State’s normal budget process and/or transfer of funds to the Department of General Services through the Architecture Revolving Fund.

**Pre-bid Site Inspection:** Bids will only be accepted from those Contractors having attended the **MANDATORY** pre-bid site inspection tour on **July 16th and 17th 2025, at 9:00 A.M.**, at which time representatives of the State and prospective bidders shall meet at 1165 Maple Creek Road, Korbel, CA 95550. The tour of the sites begins with a project orientation meeting in Korbel on July 16th, 2025, and then proceed by escort to the first tower site at Big Lagoon, and then continue to the second tower site at Alder Conservation Camp. The tour will continue on July 17<sup>th</sup>, 2025, at which time representatives of the State and prospective bidders shall meet at 9:00 A.M. at the Pem-Mey Fuel Mart, 125 Ehlers Avenue, Klamath, CA 95548, and then proceed by escort to the third tower site at Rattlesnake Peak. The tour and pre-bid site inspection will conclude upon the return escort to Pem-Mey Fuel Mart.

This project is being re-bid with no changes to the scope of work. Contractors who were verified attendees of the original mandatory pre-bid site inspection held on October 29–30<sup>th</sup>, 2024, **may but are not required to** attend the re-bid pre-bid inspection and remain eligible to submit bids. Attendance at the re-bid pre-bid site inspection is mandatory only for new bidders who did not attend the original bid conference. Failure to attend will result in ineligibility to submit a bid.

**Executive Order N-6-22:** The Bidder must be advised of Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid, Bidder represents that it is not a target of Economic Sanctions. Should the State determine Bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bidder's bid any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

**Drawings and Project Manual:** Bid forms, plans, specifications, and addenda will be available for download at <http://www.caleprocure.ca.gov>. Click on "Start Search". In the Event Name field, enter the project number and click "Search". While viewing the Event Details, click on "View Event Package" to view bid forms.

It is recommended that all vendors register as a bidder through the Cal eProcure website at <https://www.caleprocure.ca.gov/pages/bidder-vendor.aspx>. This will allow for automatic notifications if there is any modification to the Event such as the posting of an addendum or additional documentation.

Drawings and Project Manual may also be viewed through Builders' Exchanges.

**Bid:** Submit on Lump Sum basis with Allowances as set forth in the Bid Forms.

**DVBE:** Participation in Disabled Veterans Business Enterprises (DVBE) program **may** be required for this project. Refer to Project Manual Document 00 21 00, Project Manual Document 00 22 10 and Bid Forms for requirements. Bidders are advised to commence the required DVBE procedures immediately upon receipt of drawings and project manual.

**DVBE Bid Incentive:** The DVBE Incentive program is being applied on this project. Refer to Project Manual Document 00 21 00, Article 18.5.

**Small Business Preference:** Refer to Project Manual Document 00 21 00, Article 5.5

**Non-Small Business Subcontractor Preference:** Refer to Project Manual Document 00 21 00, Article 5.6

**Bonds:** Successful bidder shall furnish payment and performance bonds, each in the amount of 100 percent of the Contract price.

**Non-Discrimination Program (Government Code § 12990):** Refer to Project Manual Document 00 72 00, General Conditions of the Contract for Construction.

**Labor Code:** Pursuant to Labor Code § 1774, the Contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified general prevailing rates of per diem to all workers employed in the execution of the contract. Pursuant to Labor Code § 1770 et seq., the Department of Industrial Relations (DIR) has ascertained general prevailing rate of per diem wages in the locality in which the work is to be performed. Copies of the general prevailing rate of per diem wages are available from the Department of Industrial Relations, Labor Statistics & Research Division, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4780; or general prevailing rate of per diem may be accessed on the internet at Department of Industrial Relations website (<https://www.dir.ca.gov>) for the February 2025 published general prevailing rate of per diem wages for this contract. Copies of the general prevailing rate of per diem wages are on file at DGS' principal office, which shall be made available to any interested party on request. Note that when the general prevailing rate of per diem determination shows an expiration date (noted by a double asterisk\*\*), to expire during the term of the

contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in this contract for submittal of bid. The Contractor is responsible to comply with the Labor Code Sections and general prevailing rate of per diem determinations, including all the guidelines and the fine print in the general prevailing rate of per diem determinations. Refer to Project Manual Document 00 72 00, General Conditions of the Contract for Construction.

**Labor Compliance Monitoring and Enforcement:** This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR as applicable and cooperation with on-site monitoring by DIR personnel. Refer to Labor Code § 1771.4 et seq. and the General Conditions of the Contract for Construction, Document 00 72 00, Article 3.3.3 for more information.

END OF DOCUMENT

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION

DOCUMENT 00 21 00

## INSTRUCTIONS TO BIDDERS

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**DOCUMENT 00 21 00**  
**INSTRUCTIONS TO BIDDERS**

**1. GENERAL**

- 1.1 Bidder shall examine these instructions carefully and be responsive to conditions with which must be complied with prior to bid.
- 1.2 Bidders shall be aware of the requirements of codes referenced in the Bidding Requirements and in the Contract Documents. Bidders may access codes included in California law through publications or through the Internet. The web site for California law is: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

**2. COMPETENCE OF BIDDERS**

2.1 License:

- .1 Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board.
- .2 Joint venture Bidders must possess a joint venture license. Each party to a joint venture shall be properly licensed for the Work of this Project.

2.2 Prior Disqualification: Public Contract Code Section 10162 provides that a bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State or Local project because of a violation of a law or a safety regulation.

If the answer to the questionnaire included in the Bid Form is "yes" the Department will review the circumstances presented and if the Director deems acceptance of the bid is not in the best interest of the State, bid may be rejected.

2.3 Employment of Undocumented Aliens: Pursuant to Section 6101 of the Public Contract Code, the State may not award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

2.4 Contractor Registration:

- .1 Pursuant to Sections 1725.5 and 1771.1 of the Labor Code, all contractors and subcontractors must be currently registered with the Department of Industrial Relations in order to qualify to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code; or engage in the performance of any contract for public work.
- .2 Limited exceptions for Joint Venture Bidders and Projects with Federal Funds may apply pursuant to Section 1771.1 of the Labor Code.

2.5 Ineligible Subcontractors: Pursuant to Section 1777.1 or 1777.7 of the Labor Code, a contractor is prohibited from bidding on, being awarded or performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project. Refer to the General Conditions of the Contract for Construction, Article 4.1.3.

2.6 Asbestos Abatement Certification: If Contractor performs the asbestos abatement work; Contractor must be certified for asbestos abatement work by the Contractors' State License Board. If Contractor subcontracts the asbestos abatement work, Contractor need not be certified for asbestos abatement, but the subcontractor must be certified by the Contractor's State License Board.

2.7 Hazardous Substance Removal Certification: If Contractor performs the hazardous substance removal work or remedial action; Contractor must be certified for hazardous substance removal work by the Contractors' State License Board. If Contractor subcontracts the hazardous substance removal work or remedial action, Contractor need not be certified for hazardous substance removal, but the subcontractor must be certified by the Contractor's State License Board.

### **3. EXAMINATION OF BID DOCUMENTS AND SITE**

3.1 Bidder's Responsibility:

- .1 Bidder shall carefully examine the Work site, Drawings, and Specifications (contract documents). This includes reference only documents that will not be part of the agreement, but are provided in addition to documents that will be part of the agreement. See the Office of State Publishing Plan Room <https://www.ospplanroom.com/> (Details tab, Documents folder) for reference only documents.
- .2 By submitting a bid, Bidder acknowledges that the Bidder understands the character, quality and quantity of surface, locations of utilities, subsurface materials, or obstacles to be encountered; insofar as this information is reasonably ascertainable from inspection of the Work site, Drawings, and Specifications.
- .3 Bidder's examination shall include all exploratory work done by the State, as well as information presented in the Drawings, Specifications, and other documents as available.

3.2 Refer to Document 00 11 00, Invitation to Bid, for availability of bidding documents.

3.3 Failure by Bidder to acquaint itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

3.4 In connection with the foregoing, Bidder's attention is invited to Paragraphs 3.1 and 9.1 of Document 00 72 00, General Conditions of the Contract for Construction.

### **4. DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS**

- 4.1 If discrepancies, conflicts, omissions or errors are found in the Drawings and the Project Manual prior to the date of bid opening, Bidder shall request clarification from the State's Representative identified in the Project Manual. Bidder shall submit request on Request for Bidding Interpretation Form, Appendix 00 21 00.1.
- 4.2 Clarifications will be given only in the form of Addenda to all Bidders.
- 4.3 If no Addenda are issued related to supposed discrepancy, conflict, omissions or errors in figuring the Work, Bidders shall consider that discrepancies, conflicts, or omission between Drawings and Specifications shall be governed by Paragraph 1.5 of Document 00 72 00, General Conditions of the Contract for Construction.

4.4 Omission of an item in either the Specifications or Drawings does not create a discrepancy or conflict.

## 5. BIDDING DOCUMENTS

5.1 Bid Form: All bids must be on the forms provided by the Department of General Services. Bid not on the forms provided will be considered nonresponsive.

5.2 Completing the Bid Form:

.1 Bidder's name should be the same as listed on Bidder's license.

.2 Price(s) shall be in the manner required by the Bid Form.

.3 Bid Form shall be signed by Bidder or duly authorized representative.

1) If Bidder is an individual, name must be shown.

2) If Bidder is a partnership, name of the partnership must be shown and one or more partners shall sign the Bid Form.

3) If Bidder is a corporation, name of the corporation must be shown, the state of incorporation must be listed, the title of the signor must be shown, and the corporate seal must be used.

4) Bidder business and mailing address should be shown.

5.3 Required Listing of Proposed Subcontractors:

.1 Failure to list kind of Work, Name, or Location shall cause the bid to be rejected as non-responsive.

.2 Bidders' attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized subcontractors or by making unauthorized substitutions. See General Conditions of the Contract for Construction, Paragraph 1.1, for definition of subcontractor, and Article 4 for further reference to subcontractors.

.3 Bidder's attention is directed to Labor Code Section 1771.1, relating to inadvertent errors in the listing of subcontractors not currently registered with the Department of Industrial Relations.

5.4 Bidders Security:

.1 All bids shall be accompanied by the following forms of bidder's security: Bidder's Bond, cashier's check, certified check or cash. Bidder's Bond shall be executed by an admitted surety insurer, authorized to issue surety bonds in the State of California. Bond and checks shall be made payable to the director of the Department of General Services. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered responsive unless one of the forms of bidder's security is enclosed with it.

.2 If Bidder's security is a Bidder's Bond, it must be executed on the form attached to the Bid Form.

5.5 Small Business:

.1 A five percent (5%) small business preference will be granted to Bidders certified as "Small Business" in accordance with Section 1896 et. Seq., Title 2, California Code of Regulations.

- .2 If the Bidder is not already a Certified Small Business, applications for certification as "Small Business" must be submitted to the Office of Small Business and DVBE Certification (OSDS), 707 3<sup>rd</sup> Street, First Floor, Suite 1-400, West Sacramento, CA 95605; <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>. Firms can apply for small business certification online at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.
- .3 Submit a copy of your OSDS certification letter with the Bid Form.
- .4 Pursuant to Section 1896.14, in order to receive the small business preference, bidders must have a completed application (including proof of annual receipts) on file with the OSDS. The bidder must have requested a preference from OSDS and meet all applicable requirements under the subchapter and the State Small Business Procurement and Contract Act, (including but not limited to evidence to rebut presumptions) not later than five o'clock (5:00 p.m.) on the date on which the subject bid is opened.

## 5.6 Non-Small Business:

- .1 The application of the five percent (5%) small business bidding preference is now extended to a bidder, whose business is not certified as a small business but commits to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or microbusinesses.

When applicable this preference will be granted when the non-small business:

- Has been determined to be a responsible bidder and submitted a timely responsive bid.
- Completes Document 00 43 16-2 list of California Certified Small Businesses that he/she commits to subcontract with for a commercially useful function in the performance of the project and submits this document no later than forty-eight (48) hours after the time of receipt of bids. Ascertain that the Bidder's Name and project Work Order number are noted. **If bidder fails to submit a properly completed Document 00 43 16-2 within 48 hours after the time of receipt of bids, the claim for non-small business preference will be denied.**

Submit completed Document 00 43 16-2 to Department of General Services, Administration Division, Office of Business and Acquisition Services, Contract Management Section, 707 3<sup>rd</sup> Street, Suite 2-300, West Sacramento, CA 95605 or by fax to (916) 376-1778.

## 6. SUBMISSION OF BID FORMS

- 6.1 It is the sole responsibility of the Bidder to see that its bid is received in proper time. Bid received after scheduled closing time for receipt of bids will be returned to Bidder unopened.
- 6.2 Bid Forms shall be submitted under sealed cover, plainly identified as a bid for the work of the Project being bid upon and addressed as directed in the Invitation to Bid and the Bid Form. Failure to do so may result in a premature opening of, or failure to open such bid. Bid Forms improperly marked may be disregarded.

## 7. WITHDRAWAL OF BID FORMS

- 7.1 Bids may be withdrawn prior to the time fixed in the public notice for opening of bids, provided that

### INSTRUCTIONS TO BIDDERS

a request in writing, executed by Bidder or Bidder's authorized representative, for withdrawal of such bid is filed with the Administration Division, Office of Business and Acquisition Services, Contract Management Section, or the Director of General Services at the location of the bid opening. Oral, facsimile, electronic, telegraphic, or telephonic request to withdraw the Bid Form is not acceptable. Withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

7.2 This article does not authorize withdrawal of any bid after the time fixed in the Invitation to Bid for opening of bids.

## **8. PUBLIC OPENING OF BIDS**

Bids will be publicly opened and read at time and place indicated in Invitation to Bid. Bidders or their authorized agents are invited to be present.

## **9. REJECTION OF IRREGULAR BIDS**

9.1 Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If bid amount is changed after the amount is originally inserted, the change must be initialed.

9.2 When Bid Form is signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or are signed by an agent other than a partner of a partnership, or by an agent for an individual, a power of attorney must be on file with the Department of General Services prior to opening bids or shall be submitted with the Bid Form; otherwise the bid will be rejected as irregular and unauthorized.

## **10. COMPETITIVE BIDDING**

10.1 If more than one Bid Form is offered by an individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Bid Forms may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for materials or work.

10.2 Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect awarding of the Contract is in violation of competitive bidding requirements of the State Contract Act and may render void any Contract let under such circumstances.

## **11. AWARD OF CONTRACT**

11.1 The right is reserved to reject any and all bids and waive any irregularity in any bid received.

11.2 Award of the Contract, if awarded, will be to the lowest responsible Bidder whose Bid Form complies with all requirements prescribed.

- .1 Such award, if made, will be made within 45 days after opening of bids.
- .2 If lowest responsible Bidder refuses or fails to execute the Contract, the Director of General Services may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within 60 days after opening of bids.
- .3 If second lowest responsible Bidder refuses or fails to execute the Contract, the Director of General Services may award the Contract to the third lowest responsible Bidder. Such award if made, will be made within 75 days after opening of bids.

11.3 The above time periods within which award of Contract may be made are subject to extension of such further period as may be agreed upon in writing between the Department of General Services and the Bidder concerned.

11.4 When Project is segregated into more than one prime Contract, and a Bidder upon one of the prime Contracts fail or refuses to execute the Contract, then the time for award of such Contract will be extended as provided by this Article, and the time for award of each of the other segregated prime Contracts will be extended by an equivalent length of time, if required.

## **12. SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT**

12.1 Pursuant to Public Contract Code Section 3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed during the bidding period; for use in the Work, provided the Bidder complies with the following requirements:

- .1 Proposals for alternative material(s), article(s), or equipment, requested during the bidding period, shall be submitted in writing, not later than the deadline date and time identified on the Request for Bidding Interpretation (RFBI), Appendix 00 21 00.1.
- .2 The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment. Samples shall be provided when requested by the State. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment shall be upon the Bidder submitting the proposal. The State will be the sole judge as to such matters. In the event the State rejects the use of such alternative(s) submitted, then one of the particular products originally specified in the Contract Documents shall be furnished. If the proposal is accepted, all Bidders will be notified by Addendum.
- .3 Refer to the General Conditions of the Contract for Construction, Clauses 2.2.7 and 3.12.10, for substitution requests after Contract Award.

## **13. RETURN OF BIDDER'S SECURITY**

13.1 Within 10 days after the award of the Contract, the Department of General Services will return all Bidder's security, other than Bidder's Bonds, accompanying the Bid Forms that are not to be fully considered in making the award.

13.2 Retained Bidder's security will be held until the Contract has been fully executed, after which all Bidder's security, except Bidder's Bonds, will be returned.

## **14. CONTRACT BONDS**

Contractor will be required to furnish in duplicate the Performance Bond and Payment Bond required by the State Contract Act, each in the amount of 100 percent of the Contract amount; as set forth in Paragraph 11.3 of Document 00 72 00, General Conditions of the Contract for Construction.

## **15. INSURANCE**

Contractor will be required to furnish to the State, concurrently with execution of the Contract, a certificate of insurance coverage as required by Paragraph 11.1 of Document 00 72 00, General Conditions of the Contract for Construction.

## **16. EXECUTION OF CONTRACT**

### **INSTRUCTIONS TO BIDDERS**

16.1 Contract shall be signed by successful Bidder and returned within 7 days of receipt. The Contract shall not be binding upon the State until it is executed by the Contractor and the State. Contract Documents required for execution of the Contract consist of the following:

- .1 Agreement, Document 00 52 00.
- .2 Contract Bonds.
- .3 Certificate of Insurance.
- .4 Signed set of Drawings and Project Manual for filing with the Contract.

16.2 Should Contractor begin work in advance of receiving notice that the Contract has been approved, any work performed in advance of the date of approval shall be considered as having been done at risk as a volunteer. In no event shall Contractor commence work until Contractor has received notification from the State that the certificate of insurance has been approved.

## **17. FAILURE TO EXECUTE CONTRACT**

Failure to execute Contract within 7 days after successful Bidder has received Contract for execution may be cause for forfeiture of Bidder's security. Failure to provide required bonds and insurance constitutes failure to execute Contract.

## **18. PARTICIPATION IN DISABLED VETERANS BUSINESS ENTERPRISES (DVBE) PROGRAM**

18.1 Pursuant to Section 10115 et seq. of the Public Contract Code, and Section 999 et seq. of the Military and Veterans Code, the Department of General Services has established an overall goal of not less than 3% participation by Disabled Veteran Business Enterprises (DVBE). However, these DVBE Participation Requirements may be modified for this project; reference Document 00 22 10 of the Project Manual for the percentage requirements.

18.2 Bids will only be accepted from those Bidders that certify that they have achieved the required participation, as outlined in Document 00 22 10 of the Project Manual, and as set forth in the Bid Form.

18.3 Applicants for DVBE certification may apply online at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. DVBE applicants must submit specific support documentation to the OSDS.

18.4 Bidder's attention is directed to the requirement that certifications and documentation must be submitted with the bid; otherwise bids will be considered non-responsive.

**BIDDERS ARE ADVISED TO COMMENCE THE REQUIRED DVBE PROCEDURES IMMEDIATELY UPON RECEIPT OF DRAWINGS AND SPECIFICATIONS, OR NOT LESS THAN THREE (3) WEEKS PRIOR TO THE BID OPENING, WHICHEVER OCCURS FIRST.**

## **18.5 DVBE INCENTIVE**

- .1 A DVBE Incentive will be granted to Bidders in accordance with Section 999.5(a) and (d) of the Military and Veterans Code and California Code of Regulations 1896.98 et seq.
- .2 The DVBE Incentive will be applied during the bid evaluation process and will only be applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE Participation

for the DVBE Incentive specified in the solicitation. Any Small Business Preference must be calculated prior to the DVBE Incentive calculation and evaluation.

.3 The incentive will be applied when a Bidder's DVBE Participation exceeds 3% the DVBE Mandatory participation Requirement, in an attempt to displace the apparent low bidder.

The DVBE Incentive is as follows:

Confirmed DVBE Participation	Incentive
7% and above	5%
6% to 6.99%	4%
5% to 5.99%	3%
4% to 4.99%	2%
3.01% to 3.99%	1%
0% -3%	No incentive – minimum 3% participation required

.4 The percentage of DVBE Incentive will not exceed 5% and will not exceed \$500,000.00.

.5 For every bidder qualifying for the DVBE incentive, the amount (dollar value) of the incentive is computed using the qualifying bidder's percentage of DVBE incentive and the lowest responsive and responsible bid price. Calculations to determine adjusted bid price are for consideration only. Bids will be awarded for the actual bid amount as verified by the State.

.6 A certified Small Business may only be displaced by another certified Small Business with a higher percentage of DVBE participation and a lower adjusted bid price.

- 1) A certified Small Business shall not be displaced by a non-small business.
- 2) When applying the DVBE Incentive program, bidders claiming the "Non-Certified Small Business preference" are considered a non-small business.

## **19. CERTIFICATE OF REPORTED COMPLIANCE – FLEET VEHICLES**

19.1 For any project using vehicles subject to the California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation, Section 2449(i), Title 12, California Code of Regulations, prior to the execution of a contract, Contractor shall be required to submit copies of the valid Certificates of Reported Compliance (CRC), issued by the California Air Resources Board. CRCs shall be provided for any fleet used by the Contractor or any listed Subcontractors.

19.2 CRCs are required for any contract involving the operation of self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles owned and operated in California, including vehicles that are rented or leased.

19.3 Certificates of Reported Compliance must be retained by the Contractor for three years after the completion of the project.

19.4 If no vehicles subject to the California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation shall be used on a project by the Contractor or any Subcontractor, Contractor shall provide a certification that no vehicles subject to these regulations will be used on the project.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

RESDMSTR: 03/01/2025

00 21 00 - 8

DG000000136825

# REQUEST FOR BIDDING INTERPRETATION (RFBI)

(Email no later than July 24, 2025, 5:00 p.m.)

To: **Brad Tress, Project**  
**Project Management and Development Branch**  
**Real Estate Services Division**  
**Phone: 916-217-6500**

Email: **brad.tress@dgs.ca.gov**

PMDB RFBI No.: \_\_\_\_\_  
Requestor RFBI No.: \_\_\_\_\_  
Request Date: \_\_\_\_\_  
From (Bidder): \_\_\_\_\_

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

All RFBIs received prior to deadline identified above, and responses from the State will be published on <http://www.caleprocure.ca.gov>. Click on "Start Search." In the event name field, enter the project number and click search. While viewing the Event Details, click on "View Event Package" to view RFBI responses.

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**Project No.:** DGS000000136825

**Project Name:** Relocation of Red Mountain Communications Site

**Location:** Del Norte and Humboldt County, CA

---

**Drawing Reference:** \_\_\_\_\_ **Project Manual Reference:** \_\_\_\_\_

**Question:**

**Bidder's Authorized Signature:** \_\_\_\_\_  
[  ] Check here if additional pages attached

Page 1 of \_\_\_\_\_

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following requirements supplement Document 00 21 00, Instructions to Bidders:

**1. PAYEE DATA RECORD**

Add the following to Subarticle 6.2:

Bidders are requested to complete and return the State's Payee Data Record form, Std.204 (and Std. 205 if applicable), included with the Bid Forms. The Payee Data Record form is required in lieu of IRS W-9 when doing business with the State of California, and will be used by the State to prepare tax information returns as stated on the form.

- .1 Completion and submission of the form with the Bid Forms will expedite processing of the Award of Contract.
- .2 Failure to submit the completed form with the Bid will not be cause for rejection of a Bid.
- .3 Forms of all Bidders will be kept on file by the State for use in future awarded Contracts.
- .4 Bidders who have a completed and current Payee Data Record form on file with the Department of General Services, Real Estate Services Division, Contracts Section, may so state on the form and will not be required to submit a duplicate form.
- .5 The form is subject to Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791). Refer to the Privacy Statement on the back of the form.

**2. AWARD OF CONTRACT**

Pursuant to Article 11 of Document 00 21 00, Instructions to Bidders, award of Contract, if awarded, will be made within 60 days, in lieu of 45 days as specified. Award period for second and third lowest responsible bidders will similarly be extended 15 days each.

END OF DOCUMENT

**DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION  
PROGRAM REQUIREMENTS**

Public Contract Code Section 10115 establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE) for State agencies.

**DVBE participation is required for this contract. Mandatory participation has been set at 3%. Participation above and beyond the requirement is strongly encouraged.** This bid package provides information for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award.

**PLEASE READ THESE INSTRUCTIONS CAREFULLY**

**Bidders must fully comply with DVBE Participation Program requirements. Bidders that do not submit a complete response may find their bid determined to be non-responsive and the bid rejected.**

For assistance with meeting the DVBE participation program requirements, please contact:

Department of General Services  
Administrative Division  
Office of Business and Acquisition Services  
**Contract Services Section – SB-DVBE Advocate**  
707 Third Street, MS 508  
West Sacramento, CA 95605  
Email: [OBASAdvocate@dgs.ca.gov](mailto:OBASAdvocate@dgs.ca.gov)

The **Office of Small Business and DVBE Services** (OSDS) offers program information and may be reached at:

Department of General Services  
Office of Small Business and DVBE Services (OSDS)  
707 3<sup>RD</sup> Street, 1<sup>st</sup> Floor, Room 400  
West Sacramento, CA 95605-2811

Homepage: [Apply for or Re-Apply for Certification as a Small Business and/or Disabled Veteran Business Enterprise](#)  
Receptionist: (916) 375-4940  
FAX: (916) 375-4950  
Email: [OSDSDHelp@dgs.ca.gov](mailto:OSDSDHelp@dgs.ca.gov)

Mailing Address:  
Office of Small Business and DVBE Services (OSDS)  
Room 1-400, MS 210  
P.O. Box 989052  
West Sacramento, CA 95798-9052

## INSTRUCTIONS FOR DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

If for any reason you fail to meet the DVBE Participation Requirement for this bid, your bid will be considered non-responsive.

Meet or exceed the DVBE participation requirements for the proposed contract by one of the following two (2) ways:

1. **DVBE Bidder** - If you are a DVBE bidder, agree to perform the required percentage of the contract bid amount or value with your firm or in combination with other DVBE firms. You **must** write that commitment on Article 9.2 of the Bid Form, Document 00 41 00. Instructions on how to complete this document are on that page.
2. **Non-DVBE Bidder** - If you are a non-DVBE bidder, agree to use other firms for at least the required percentage of the contract bid amount or value. You **must** write that commitment on Article 9.2 of the Bid Form, Document 00 41 00. Instructions on how to complete this document are on that page.

**DVBE Certification:** OSDS-DVBE certification is the only acceptable certification. To verify if a contractor is certified refer to the Cal eProcure web-site at [The State of California Certifications](#). Bidders must provide certification verification for each participating DVBE bidder, subcontractor, and/or supplier. Applicants for DVBE certification may apply online at [Apply for or Re-Apply for Certification as a Small Business and/or Disabled Veteran Business Enterprise](#). DVBE applicants must submit specific support documentation to the OSDS.

**DVBE Bid Incentive:** A DVBE Incentive will be granted to Bidders who have achieved DVBE participation exceeding 3% or greater of the value of the bid in accordance with Section 999.5(a) and (d) of the Military and Veterans Code and California Code of Regulations 1896.98 et seq. Refer to Project Manual Document 00 21 00, Article 18.5.

Pursuant to Military and Veterans Code §999.7, the awarding department shall withhold, on a contract entered into on or after January 1, 2021, ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until a prime contractor complies with the certification requirements of subdivision (d) of Section Military and Veterans Code §999.5. A prime contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, the awarding department shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

### ANSWERS TO FREQUENTLY ASKED QUESTIONS:

The following questions are among the most frequently asked regarding DVBE requirements:

**Q: *If I am awarded the contract, am I required to use the subcontractor/supplier proposed in my bid?***

**A:** Yes, unless you have requested and received approval from the State for substitution. Written requests should include the person's or firm's name to be substituted, the substitution reason, the reason a non-DVBE subcontractor is proposed, if applicable and describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity and the certification status of the firm, if any. See Title 2, California Code of Regulations, Section 1896.64 (c) & (d) for substitution criteria.

The request and the State's approval or disapproval is not construed as an excuse for non-compliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act, or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

**Q: *Who notifies the subcontractor when an award is made?***

A: Upon award to a prime Contractor, the Awarding Department notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

**Q: *What happens to bids considered non-responsive to the DVBE Participation Program requirements?***

A: Non-responsive bids are subject to rejection. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages

**Q: *If I am a disabled veteran business enterprise, can I meet the percentage requirements as a single company?***

A: Yes.

**Q: *If my submitted bid meets the contract goal and the State decides to make multiple awards to the bid/contract, could my bid be considered non-responsive?***

A: No. The State's decision to make multiple awards will not jeopardize bid compliance.

END OF DOCUMENT

# BID FORM

THE STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION  
PROJECT MANAGEMENT AND DEVELOPMENT BRANCH

FROM: \_\_\_\_\_  
(Name of Bidding Firm)

DELIVER TO: Office of Business and Acquisition Services  
707 Third Street  
West Sacramento, CA 95605

BEFORE 2:00 P.M., July 31, 2025

FOR: RELOCATION OF RED MOUNTAIN COMMUNICATIONS SITE  
STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
DEL NORTE COUNTY, CALIFORNIA  
DGS000000136825

Plainly mark outside of envelope with "Bid For"; followed by the above title and Project Number.

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Drawings and Project Manual, dated August 2024 and such addenda thereto as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site ([Prevailing Wage Requirements](#)) for General Prevailing Wage Rates as determined by the February 2025 DIR prevailing wage published rates. The Bid Price, set forth below in clear legible figures, includes the cost of Bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the Bid Price.

## SCHEDULE OF WORK AND PRICES

WORK ITEM	DESCRIPTION	ITEM TOTAL IN FIGURES
1.	Performing all work of this Project for the lump sum of:	\$ _____
2.	Allowance(s) as specified in Section 01 21 00, not included in Work Items 1 above for the sum of:	\$ 140,000.00 _____
COMPLETE WORK: Total of Work Items 1 and 2 for the lump sum of:		\$ _____

**DETERMINATION OF BID:** Determination of amount of bid will be on the basis of total sum of Work Items as verified by the State.

**IMPORTANT - READ BEFORE SIGNING:** Bid Form must be executed in same name-style in which the bidder is licensed. Bidder bidding jointly or as a combination of several business organizations is specially cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed. If making a bid as a joint venture, each person submitting the bid shall provide the information required below with respect to his or her licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Articles 1 through 10 on the following pages of the Bid Form. By signing, Bidder swears under penalty of perjury that the conditions of Article 2; Article 4, Paragraph 4.2; Article 7 and Article 9, Paragraph 9.2.1 are true.

Legal Name of Bidder: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_ License Classification: \_\_\_\_\_

Contractor's Public Works Registration No. (Dept. of Industrial Relations): \_\_\_\_\_

Contractor's DGS Small Business/DVBE Certification Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: \_\_\_\_\_

Business Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**SIGN HERE ----->** \_\_\_\_\_ **Signature of Bidder**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

## ARTICLE 1 – BIDDER’S BUSINESS IDENTIFICATION

**THIS BID IS SUBMITTED BY (check one):**

- Individual
- Joint Venture

A square icon with a checkmark inside, positioned to the left of the text "Partnership".

Partnership

A square icon with a checkmark inside, positioned to the left of the text "Corporation".

Corporation

---

**State in which Incorporated**

**NOTE:** If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth on Page 1, together with the signature of a partner authorized to sign contract in behalf of the partnership; and if Bidder is an individual, that person's signature shall be placed on Page 1. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If bid is submitted by partnership or joint venture, the members are:

## ARTICLE 2 – PREFERENCES AND INCENTIVES

**2.1 Small Business Preference** - By checking "yes" below, Bidder requests preference as a "Small Business" and further certifies under penalty of perjury, that the firm still meets the requirements of Section 1896 et. seq. Title 2, of the California Code of Regulations, and has either: 1) been approved by the Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Services (OSDS) or; 2) submitted a complete application pursuant to Section 1896.14 to the OSDS by 5:00 p.m. on the bid opening date.

The Legal Name of Bidder and the Bidder's OSDS Certification must be executed in the same name-style in which bidder is licensed. A Bidder bidding jointly or as a combination of several business organizations is specially cautioned that such bidder must be jointly licensed in same form and style in which the bid is executed.

Special attention is directed to Section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

### 2.1.1 Small Business Preference Claimed?

Yes

(List date filed if not yet certified)

No

**2.2 Non-Small Business Subcontractor Preference** - By checking "yes" below Bidder requests preference as a Non-Small Business and agrees to complete and submit Document 00 43 16-2 attached hereto, no later than forty-eight (48) hours after the time of receipt of bids (or the following business day if a weekend or state holiday). Special attention is directed to Section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

### 2.2.1 Non-Small Business Subcontractor Preference Claimed?

Yes

No

**2.3 Disabled Veteran Business Enterprise Bid Incentive** - By checking "yes" below, Bidder certifies and claims credit for achieving 1% or greater of DVBE Participation on this bid as is shown in Article 9 of this bid form and also requests that the corresponding DVBE Incentive be applied to this bid.

### 2.3.1 DVBE Incentive Claimed?

Yes

No

## ARTICLE 3 – BONDING ASSISTANCE

In the event Bidder has received assistance in obtaining bonding for this Project, Bidder shall set forth name and nature of firm providing such assistance. Should that firm be listed as subcontractor, Bidder shall set forth the percentage of contract to be performed by that subcontractor.

Firm Providing Assistance and Nature of Assistance

Subcontractor:

Yes

No

Percentage \_\_\_\_\_

## ARTICLE 4 – CERTIFICATIONS - BID DEPOSITORY AND FEDERAL COURT FINDINGS

**4.1** By signing this Bid Form, Bidder certifies that in preparation of this Bid Form, no bid was received by the bidder from a bid depository, which depository (as to any portion of the work) prohibits or imposes sanctions for the obtaining by bidder, or the submission to bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. This certification shall constitute a warranty, the falsity of which shall entitle the State to pursue any remedy authorized by law, and shall include the right, at the option of the State, of declaring any contract made as a result thereof to be void.

**4.2** By signing this Bid Form, Bidder swears under penalty of perjury that representations of the bid with respect to bidder's license are true and that no more than one final un-appealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

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4.3 By signing this Bid Form, Bidder acknowledges that in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. The Bidder agrees that they are aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

4.4 By signing this Bid Form, Bidder certifies they will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment application.

This section shall not apply to a position for which the person or the state is otherwise required by state or federal law to conduct a conviction history background check or to any contract position with a criminal justice agency, as that term is defined in Section 13101 of the Penal Code.

This section shall not apply to a person to the extent that he or she obtains workers from a hiring hall pursuant to a bona fide collective bargaining agreement.

## **ARTICLE 5 – STATEMENT OF COMPLIANCE - NONDISCRIMINATION**

Bidder (hereinafter referred to as "prospective contractor" in this Statement), by signing this Bid Form, hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f), and CCR, Title 2, Division 4, Chapter 5, Section 8103, in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program; as set forth in the General Conditions of the Contract for Construction. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical disability (cancer), age (over 40), marital status, and denial of family care leave.

## **ARTICLE 6 – QUESTIONNAIRE**

6.1 In accordance with Public Contract Code, Section 10162, the Bidder shall complete the following questionnaire:

6.1.1 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State or Local government project because of a violation of law or a safety regulation?

Yes

No

6.1.2 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever received a safety violation or failed to file notifications to the Cal-OSHA, Federal OSHA, or EPA Agencies for employee records as required by CCR, Title 8, Section 5208 and CFR 40, Part 61?

Yes

No

If the answer to either 6.1.1 or 6.1.2 above is "Yes", then give the date(s) of the citation(s) or failure to make notifications, and explain the circumstances by attachment to this Bid Form.

6.2 In order to verify compliance with California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation, Section 2449(i), Title 13, California Code of Regulations, the Bidder shall complete the following questionnaire:

6.2.1. Does the work for the above-named Project involve use of vehicles subject to California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation?

Yes

No

If the answer to 6.2.1 above is "Yes", successful low Bidder shall, prior to the execution of a contract, submit copies of the valid Certificates of Reported Compliance, issued by the California Air Resources Board, for the fleet selected for the contract and listed subcontractors.

## **ARTICLE 7 – NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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By signing this Bid Form, Bidder, being first duly sworn, deposes and says that he or she is the authorized representative of the Bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and is not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## ARTICLE 8 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of the following addenda:

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

Failure to acknowledge on the Bid Form receipt of an addendum shall not in itself be cause for withdrawal or rejection of bids, if it can be shown that bidder did, in fact, receive such addendum prior to bid opening.

## ARTICLE 9 – DVBE COMPLIANCE & PARTICIPATION SUMMARY

9.1 In accordance with Public Contract Code Section 10115, et seq., the Department of General Services has established criteria to implement the DVBE Program Goal as set forth in Document 00 22 10 of the Project Manual. Document 00 22 10, DVBE PARTICIPATION PROGRAM REQUIREMENTS cites the specific percentage of DVBE Participation required for this contract. **Failure to meet this requirement will result in a non-responsive bid.**

If DVBE Participation is a requirement for this bid, Bidder must complete Article 9.2.1 - DVBE PARTICIPATION SUMMARY. Failure to meet the full percentage of required DVBE participation will cause the bid to be deemed non-responsive and the bid will be rejected by the State. Listed DVBE vendor or subcontractor relationships should be first tier.

Any DVBE person, firm, corporation or organization committed by the bidder to fulfill DVBE Participation must: 1) be certified with the OSDS, and; 2) perform or provide a Commercially Useful Function as defined in Military and Veterans Code Section 999. Failure to comply with these requirements will deem the bid non-responsive and the bid will be rejected by the State.

If DVBE participation is set at zero percent, Bidder may still claim DVBE Incentive for voluntary DVBE Participation of 1% or greater. To have DVBE Incentive applied to this bid, Bidder must claim the Incentive in ARTICLE 2.3 - PREFERENCES & INCENTIVES and complete ARTICLE 9.2 - DVBE PARTICIPATION SUMMARY of the Bid Form.

If any DVBE subcontractor will be performing work in excess of 1/2 of 1% of the bid amount, the subcontractor **MUST** be listed under ARTICLE 9.2.1 - DVBE PARTICIPATION SUMMARY.

## 9.2 DVBE PARTICIPATION SUMMARY

NAME OF BIDDER: \_\_\_\_\_

Completion Instructions: Capture all required and non-required first tier DVBE Participation in the space below. Identify the proposed work (services, trade or materials) to be completed by the DVBE. List the Company name, contact information, OSDS Certification Number, and the DIR Registration Number. If the Bidder is a DVBE, list only the Bidder's information as 100%; do not list additional subcontractors. Indicate the dollar amount of the work to be performed by each DVBE company and the corresponding percentage of this bid price rounded to two decimals. Add up each Dollar Amount and identify the total on the bottom row marked, TOTAL DVBE PARTICIPATION. Calculate and list the percentage of the bid price this amount represents.

Pursuant to Military and Veterans Code §999.7, the awarding department shall withhold, on a contract entered into on or after January 1, 2021, ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until a prime contractor complies with the certification requirements of subdivision (d) of Section Military and Veterans Code §999.5. A prime contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, the awarding department shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

9.2.1 Listed hereinafter is the certified DVBE company(s) proposed to perform work if the contract is awarded to Bidder:

TYPE OF WORK PERFORMED (Service, Trade or Materials)	NAME OF DVBE COMPANY, CONTACT PERSON AND PHONE NUMBER	OSDS CERTIFICATION NUMBER	DIR REGISTRATION NUMBER	DOLLAR AMOUNT OF WORK PERFORMED	PERCENTAGE OF BID PRICE
<b>TOTAL DVBE PARTICIPATION:</b>					

**DETERMINATION OF TOTAL DVBE PARTICIPATION:** Determination of total DVBE participation will be on the basis of total sum of all listed DVBE above and as verified by the State. When there is a discrepancy between the Dollar Amount and the Percentage of Bid, the higher of the two will prevail.

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## ARTICLE 10 – LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter are the name, location, license number, and registration number of all subcontractors who will be employed, and the kind of work which each will perform if the contract is awarded to the undersigned. I understand that under Public Contract Code Section 4100, et. seq., I must here clearly set forth the name and location of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%), of my total bid, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act. (Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.) I also understand that listed subcontractors must be registered with the Department of Industrial Relations in order to be listed for and to engage in the performance of work on Public Works projects. Notwithstanding General Conditions Paragraph 1.1, the definition of a **SUBCONTRACTOR** for the purposes of the Subletting and Subcontracting law is as follows: A trade Contractor who is licensed with the Contractors' State License Board with an A, B, C or D classification, as defined pursuant to PCC Section 4113.

- Vendors or suppliers of materials only need not be listed.
- C-16 or C-57 subcontractors must contract directly with the prime contractor, and must be first tier subcontractors. If a C-16 or C-57 subcontract is for more than 1/2 of 1% of the total bid, it must be listed below.

**Failure to list Kind of Work, Name, Location or License Number shall cause the bid to be rejected as non-responsive.**

Kind of Work	Name	Location (City)	CSLB License No.	DIR Registration No.

If further space is required below, copy this page and attached hereto to be made a part of the Bid Form. Sub List Page \_\_\_\_\_ of \_\_\_\_\_

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

## NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

Signed \_\_\_\_\_

---

END OF DOCUMENT

# BIDDER'S BOND

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

## KNOW ALL MEN BY THESE PRESENTS:

That we,

\_\_\_\_\_, as Principal,  
and \_\_\_\_\_

as Surety, are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the State of California, Department of General Services, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

### THE CONDITION

 of this obligation is such that:

**WHEREAS**, the Principal has submitted the above-mentioned bid to the State of California, Department of General Services, for certain construction specifically described as follows, for which bids are to be opened at \_\_\_\_\_  
(Insert place where bids will be opened) on \_\_\_\_\_ (Insert date of bid opening)  
for \_\_\_\_\_

*(Copy here the exact description of work, including location, as it appears on the proposal)*

**NOW, THEREFORE**, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Name of Principal and Address for Service

By \_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Name of Surety and Address for Service

By \_\_\_\_\_  
Attorney-in-Fact Signature

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_ before me, a notary public in and for the county and state aforesaid, personally appeared, \_\_\_\_\_ and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and proved to me on the basis of satisfactory evidence to be the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

**LIST OF CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S)**

**COMPLETION INSTRUCTIONS**  
**PLEASE READ THESE INSTRUCTION CAREFULLY**

IN ORDER TO GRANT A FIVE PERCENT (5%) NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE TO A NON-SMALL BUSINESS, THE BIDDER MUST COMPLETE THE CERTIFIED SMALL BUSINESS SUBCONTRACTOR SUMMARY (CSBSS) FORM 00 43 16-2. THIS FORM **MUST** BE COMPLETED BY THE NON-SMALL BUSINESS BIDDER AND RETURNED TO THE AWARDING AGENCY NO LATER THAN FORTY-EIGHT (48) HOURS AFTER THE TIME OF RECEIPT OF BIDS. IF THE BIDDER FAILS TO RETURN THE COMPLETED FORM 00 43 16-2 WITHIN 48 HOURS, THE CLAIM FOR SMALL BUSINESS PREFERENCE WILL BE DENIED.

**CSBS COMPANY NAME** – list the name(s) of the certified small business subcontractor(s) to be used to complete this project.

**CSBS COMPANY ADDRESS** – list the address(es) of the certified small business subcontractor(s) to be used to complete this project.

**CSBS COMPANY TELEPHONE NUMBER** – list the telephone number(s) of the certified small business subcontractor(s) to be used to complete this project.

**CSBS PERCENTAGE (%) OR DOLLAR (\$) AMOUNT** – list the percentage(s) or dollar amount(s) that will be given to the certified small business subcontractor(s) used to complete this project.

**DESCRIPTION OF WORK** – identify the proposed work including services or materials to be performed by the certified small business subcontractor(s) to complete this project.

**TO OBTAIN THE 5% NON-CERTIFIED SMALL BUSINESS PREFERENCE, THE LISTED SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FIRM(S) MUST BE FORMALLY CERTIFIED BY THE OFFICE OF SMALL BUSINESS AND DVBE CERTIFICATION (OSDC) AS A SMALL AND/OR MICROBUSINESS. (Prime contractors should ask Subcontractor/Supplier to provide them with a copy of their OSDC certification letter)**

BIDDER NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

STATE OF CALIFORNIA

**CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY**

Form date 09/28/2004

Listed hereinafter is the name of business, address, telephone number, dollar amount or percentage of all certified subcontractors who will be employed, and the description of the work which each will perform if the contract is awarded to this bidder.

**Failure to list name of business, address, telephone number, description of work to be performed and dollar amount or percentage of work for each subcontractor may be cause for denial of the non-small business subcontractor preference.**

(If further space is required for the List of Proposed Subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Bid).

CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Name of Business)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Address)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Telephone Number)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (\$ or % Amount)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Description of Work) (Service or Materials)

**CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY**

## PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

## Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (if different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

## Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL  
 SINGLE MEMBER LLC Disregarded Entity owned by an individual  
 PARTNERSHIP  
 ESTATE OR TRUST

CORPORATION (see instructions on page 2)  
 MEDICAL (e.g., dentistry, chiropractic, etc.)  
 LEGAL (e.g., attorney services)  
 EXEMPT (e.g., nonprofit)  
 ALL OTHERS

## Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.

- For Individuals, enter SSN.
- If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

OR

Federal Employer Identification Number (FEIN)

## Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.  
 CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California  
 Copy of Franchise Tax Board waiver of state withholding is attached.

## Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct.  
 Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (Include area code)

## Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

Department of General Services, Administrative Division

UNIT/SECTION

Office of Business and Acquisition Services, Contract Services Section

MAILING ADDRESS

707 Third Street, MS 508

FAX

n/a

TELEPHONE (Include area code)

n/a

CITY

West Sacramento

STATE

CA

ZIP CODE

95605

E-MAIL ADDRESS

n/a

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive Information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for Information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	<input type="checkbox"/> Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	<input type="checkbox"/> Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	<input type="checkbox"/> Partnerships
Estate • Trust (other than disregarded Grantor Trust)	<input type="checkbox"/> Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	<input type="checkbox"/> Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	<input type="checkbox"/> Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c)3 and domestic non-profit corporations.	<input type="checkbox"/> Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	<input type="checkbox"/> Corporation-All Other

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other Information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status**

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: [wsos.gen@ftb.ca.gov](mailto:wsos.gen@ftb.ca.gov)

For hearing impaired with TDD, call: 1-800-822-6268

Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Real Estate Services Division, Project Management and Development Branch

CONTRACTOR NAME

2. The Term of this Agreement is:

START DATE

As Identified in the Notice to Proceed

THROUGH END DATE

XXX Calendar Days, commencing on the Start Date Identified in the Notice to Proceed

3. The maximum amount of this Agreement is: \$X,XXX,XXX.XX

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Project Title	Project Title Client Address City, County, CA Project Number	
Exhibit A	Performance Bond, Payment Bond, Bid Form, and Invitation to Bid	
Exhibit B	Project Manual (except Bidding Requirements), dated XXX including the following Contract Documents: Introductory Information General Conditions of the Contract for Construction Supplementary Conditions Specifications Addenda No.	
Exhibit C	XXX Drawings, dated XXX, as listed in Document 00 01 15 of the Project Manual	

Items shown with an asterisk (\*), are here by incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/ols/resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION, IF APPLICABLE		

# PERFORMANCE BOND TO ACCOMPANY CONSTRUCTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The State of California, acting by and through the Department of General Services has awarded to \_\_\_\_\_, a \_\_\_\_\_ existing under and by virtue of the laws of the State of California as Contractor, a contract for the work described as follows:

Project Name  
Client Agency  
Project Information  
Reference Number, Project Number, Contract Number

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of \_\_\_\_\_ Dollars, (\$000,000) to be paid to the State or its certain attorney, its successors and assigns; for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Contractor and Address for Service

By \_\_\_\_\_  
Contractor Signature  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
Name of Surety and Address for Service

By \_\_\_\_\_  
Attorney-in-Fact Signature  
\_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20 \_\_\_\_\_ before me, a notary public in and for the county and state aforesaid, personally appeared, \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and proved to me on the basis of satisfactory evidence to be the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT**

(Public Contract Code Sections 7103 and 10221)

BOND NO. \_\_\_\_\_

The premium on this bond is \_\_\_\_\_ for the term of \_\_\_\_\_.

**KNOW ALL MEN BY THESE PRESENTS:**

That the State of California, acting by and through the \_\_\_\_\_, has awarded to

whose address for service is \_\_\_\_\_

as Principal, a contract for the work described as follows:

Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and \_\_\_\_\_, a Surety Corporation organized under the

laws of \_\_\_\_\_, and authorized to transact a general surety business is in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of \_\_\_\_\_, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective \_\_\_\_\_.

(NAME OF SURETY)

(ADDRESS FOR SERVICE)

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in \_\_\_\_\_ on \_\_\_\_\_.  
(CITY AND STATE) (DATE)

X \_\_\_\_\_

(SIGNATURE OF ATTORNEY IN FACT)





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***Document 00 72 00***

## General Conditions of the Contract for Construction

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**October 2011 Edition**

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## **DOCUMENT 00 72 00 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

### **ARTICLE 1 - GENERAL PROVISIONS**

1.1 **DEFINITIONS:** When the following terms appear in the Contract, they shall have the following meaning:

1.1.1 **Acceptance of the Work:** Written acceptance of the Work by the Director of the Department of General Services, State of California, or the Director's designee.

1.1.2 **Act of God:** An Act of God shall include only the following occurrences or conditions and effects:

- .1 Earthquakes in excess of a magnitude of 3.5 on the Richter Scale; or
- .2 Tidal waves.

1.1.3 **Addendum (Addenda):** A document issued by the State during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.1.4 **Alternative:** Refer to Approved Equal and Substitution.

1.1.5 **Applicable Codes:** Include, but are not limited to, applicable laws, statutes, regulations, rules, building and other codes, ordinances, rulings, and lawful orders of all public authorities having jurisdiction over the State, the Contractor, Subcontractors, the Project, the Work, or the execution of the Work.

1.1.6 **Approved Equal:** Material, equipment, or method approved by the State for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.

1.1.7 **Agreement:** The written and executed document known as Document 00 52 00, Agreement.

1.1.8 **Architect or Engineer:** The State, or the State's consultant listed in the Contract Documents as the designer of record responsible for the preparation and coordination of the Drawings and technical sections of the Project Manual.

1.1.9 **Beneficial Occupancy:** Occupancy and use by the State of all, or part, or parts, of the Work as selected by the State, prior to Completion.

1.1.10 **Bidder:** Any individual, partnership, corporation, association, joint venture, or any combination thereof, submitting a Bid Form for the Work.

1.1.11 **Change Order:** A written order issued by the State used to determine adjustments in the Contract based on:

- .1 a change in the Work,
- .2 the amount of the adjustment in the Contract Sum, and
- .3 the extent of the adjustment in the Contract Time.

1.1.12 **Claim:** An unresolved Dispute arising under or relating to the performance of the Contract which can only be filed after Acceptance of the Work and the final statement to the Contractor.

1.1.13 **Completion:** When the entire Work has been performed in accordance with the Contract requirements as delineated in the Contract Documents and Project Manual. Completion of the Work occurs when the State's final inspection has been made and all construction, services and deliverables have been fully executed as determined by the State's Representative, including but not limited to completion of all punch-list items and delivery of as-built drawings, operation & maintenance manuals, guaranties, warranties, spare parts, reports and certifications as noted in the Project Manual, Section 01 77 00.

1.1.14 **Contract:** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified by a Change Order. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the State and the Contractor.

1.1.15 Contract Documents: The Contract Documents consist of the Agreement between the State and Contractor, Payment and Performance Bonds; the Conditions of the Contract, including General, Supplementary and other Conditions; Drawings, Specifications, Addenda and Change Orders.

1.1.16 Contract Sum: The Contract Sum is stated in the Agreement and, including authorized adjustments by Change Order, is the total amount payable by the State to the Contractor for performance of the Work under the Contract Documents.

1.1.17 Contract Time: The Contract Time is the period of time, from the Start Date to the date of Completion of the Work, including authorized adjustments, allotted in the Contract.

1.1.18 Contractor: The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the State, identified as such in the Agreement, and referred to throughout the Contract as if singular in number. The term "Contractor" means the Contractor or the Contractor's representative.

1.1.19 Day: Calendar day, unless otherwise specifically defined.

1.1.20 Department: The Department of General Services, State of California.

1.1.21 Director: The Director of the Department of General Services, State of California, or the Director's designee.

1.1.22 Dispute: A demand during performance of the Work seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A Dispute is not a Claim.

1.1.23 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, schedules and diagrams.

1.1.24 Emergency: A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

1.1.25 General Notes: The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.

1.1.26 Guarantee: The Contractor's assurance that the Project complies with the requirements of the Contract Documents.

1.1.27 Official Progress Schedule: The Contractor's baseline schedule and updates accepted by the State.

1.1.28 Or Equal: Refer to Approved Equal.

1.1.29 Owner: The State of California.

1.1.30 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

1.1.31 Project: The total construction of which the Work performed under the Contract may be the whole or a part.

1.1.32 Project Manual: The volume(s) assembled for the Work which includes the Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and other information as may be listed in the Project Manual Table of Contents.

1.1.33 Request for Information (RFI): A written request by the Contractor submitted in a State provided format for information regarding Project specific issues.

1.1.34 Retention: A percentage of the Contract Sum held back upon completion of the Work, or any portion of the Work, to cover outstanding liabilities, contingencies, and the like, as specified in the Contract Documents.

1.1.35 Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

1.1.36 Schedule of Values: A document furnished by the Contractor to the State reflecting the portions of the Contract sum allotted for the various parts of the Work, and used as the basis for reviewing the Contractor's applications for payment request.

1.1.37 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.1.38 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.1.39 State: The State of California acting through the Department of General Services.

1.1.40 State Construction Supervisor/Inspector: The person(s) authorized by the State to provide inspection services, field coordination and quality control during construction.

1.1.41 State Contract Act: The act which is set forth in the California Public Contract Code, Section 10100, et seq.

1.1.42 State's Representative: Person(s) authorized by the State to act on behalf of the State for the Project.

1.1.43 Subcontractor: An individual, partnership, corporation, association, joint venture, or any combination thereof, who has a direct contract with the Contractor to perform work or labor or render service in or about the Work. The term "Subcontractor" is referred to as if singular in number and means a Subcontractor or a representative of the Subcontractor. The term "Subcontractor" shall not include those who supply materials only or a separate contractor or subcontractors of a separate contractor.

1.1.44 Sub-subcontractor: A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work. The term "Sub-subcontractor" is referred to as if singular in number and means a Sub-subcontractor or a representative of the Sub-subcontractor.

1.1.45 Not Used

1.1.46 Substitution: A material and/or process offered by the Contractor in lieu of the specified material and/or process, and accepted by the State in writing as being equivalent (equal) to the specified material and/or process.

1.1.47 Warranty: A Contractor's, manufacturer's or material supplier's assurance that products and services provided meet the requirements of the Contract Documents.

1.1.48 Work: Construction, services and deliverables required by the Contract Documents and Project Manual, including labor, materials, equipment, services, and documents provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract, including but not limited to requirements such as; completion of punch-list items, as-built drawings, operation & maintenance manuals, guarantees, warranties, spare parts, reports, and certifications.

## 1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract will not be binding on the State until appropriately endorsed by the State's legal Representative, in accordance with Public Contract Code, Section 10220.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor is familiar with the methodology under which the work is to be performed and has correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include items necessary for completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.4 Organization of the Specifications into Groups, Divisions, subgroups, Sections and Articles, and arrangement of Drawings shall not be the basis that Contractor utilizes in dividing the Work among Subcontractors, nor in establishing the extent of work to be performed by any trade.

1.2.5 When standards of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract Documents. When such references do not bear date of issue, current published edition at the date of the first Invitation to Bid shall be considered as part of the Contract Documents.

1.2.6 Unless otherwise stated in the Contract Documents, words and terms which have well-known or commonly accepted technical or construction industry meanings shall be used in the Contract Documents in accordance with such recognized meanings.

1.2.7 Every part of the Work shall be accomplished in workmanship-like manner by workers, laborers, or mechanics specially skilled in the class of work required. Any person the State may deem incompetent or disorderly shall be promptly removed from the Project by the Contractor upon written notice from the State, and shall not be re-employed on this Project.

**1.3 USE OF THE STATE'S DRAWINGS, PROJECT MANUAL AND OTHER DOCUMENTS:** The Drawings, Project Manual and other documents issued by the State, and copies furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects, nor for additions to this Project outside the scope of the Work without the specific written consent of the State. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Project Manual and other documents issued by the State appropriate to, and for use in, the execution of their work under the requirements of the Contract Documents.

#### **1.4 CAPITALIZATION**

1.4.1 Terms capitalized in the General Conditions of the Contract for Construction include those which are:

- .1 Specifically defined; or
- .2 Titles of numbered Articles; or
- .3 References to Paragraphs, Subparagraphs and Clauses; or
- .4 Titles of other documents.

#### **1.5 CONFLICTS IN THE CONTRACT DOCUMENTS**

1.5.1 In the event of conflict in the Contract Documents, the following priorities shall govern:

- .1 Addenda shall govern over other Sections of the Contract Documents to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specified.
- .2 The General Conditions of the Contract for Construction shall govern over Drawings and Specifications except for specific modifications stated in the Supplementary Conditions, and except for Addenda.
- .3 In case of conflict between the Drawings and the Specifications, the Specifications shall govern unless the requirement(s) in the Drawings is/are more stringent and/or of higher quality and/or of higher quantity.
- .4 In the case of conflict within the Drawings, the following shall govern:
  - 1) Schedules, when identified as such, shall govern over all other portions of the Drawings.
  - 2) Specific notes shall govern over other notes and all other portions of the Drawings, except schedules described in the preceding Clause.
  - 3) Larger scale Drawings shall govern over smaller scale Drawings.
  - 4) Detail Drawings shall govern over standard plates bound within the Project Manual.
  - 5) Figured or numerical dimensions shall govern over dimensions obtained by scaling.

1.5.2 Omissions: If the Contract Documents are not complete as to any minor detail or required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists accepted trade standard for good and workmanlike construction, such detail shall be deemed to have been implied by the requirements of the Contract Documents in accordance with such standard.

- .1 "Minor Detail" shall include the concept of substantially identical components, where price of each such component is small even though aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial. Quality and quantity of parts or material so supplied shall conform to trade standards and be compatible with type, composition, strength, size and profile of parts or materials otherwise set forth in the Contract Documents.

## **1.6 REQUESTS FOR INFORMATION, CLARIFICATION OR ADDITIONAL INSTRUCTIONS**

**1.6.1 Requests for Information (RFI):** Should the Contractor discover conflicts, omissions, or errors in the Contract Documents, or have any questions concerning interpretation or clarification of Contract Documents, the Contractor shall immediately submit to the State in writing an RFI that complies with the following requirements:

- .1 All RFIs, whether by the Contractor, a Subcontractor or supplier at any tier, shall be submitted by the Contractor to the State.
- .2 RFIs shall be numbered sequentially and be presented in the format provided by the State.
- .3 The Contractor shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section number, article and subarticle numbers, and Contract Drawing number, and detail, or other item involved, and state why a response is required from the State.
- .4 The Contractor shall set forth its own interpretation or understanding of the requirements, along with reasons why it has reached such an understanding in each RFI.
- .5 RFIs shall be submitted in a timely manner in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
- .6 The State will review all RFIs to determine whether they are truly RFIs within the meaning of the term as defined in Paragraphs 1.1.33 and 1.6.1. RFI's which are determined to be not within the meaning of the term and/or RFIs where answers can readily be found in the Drawings and Project Manuals shall be deemed to be superfluous and the cost for reviewing these RFIs will be back-charged to the Contractor.
- .7 Responses to RFIs will be made within 14 days unless the State notifies the Contractor in writing that a response will take longer. The 14 days will begin when the RFI is received and dated by the State. Should the State respond sooner, the Contractor shall not assume that a new timeline has been established. Delays in the progress of the Work due to late submittal of RFIs by the Contractor are solely the responsibility of the Contractor.
- .8 Responses from the State will not change any requirement of the Contract unless so noted by the State in the response to the RFI.
- .9 Should the Contractor believe that a response to an RFI causes a change to the requirements of the Contract, the Contractor shall, before proceeding, give written notice to the State, indicating that the Contractor considers the State's response to the RFI to be a Change Order. An RFI will not be considered to be automatically a notice for a Change Order. The Contractor shall give separate written notice within 7 days of receipt of the State's response to the RFI. If the Contractor fails to give notice within 7 days or prior to commencement of the change, the Contractor shall forfeit the right to seek additional time or cost under Article 6.

**1.6.2 Additional Detailed Instructions:** The State may furnish additional detailed written and/or graphic instructions to further explain the work, and such instructions shall be a part of the Contract requirements. Should additional detailed instructions, in the opinion of the Contractor, constitute work in excess of the scope of the Work, the Contractor shall submit written notice to the State within 14 days following receipt of such instructions, and in any event prior to commencement of the work thereon. The State will then consider the notice; and, if in the State's judgment it is justified, the State's instructions will be revised or the extra work authorized in accordance with the provisions of Article 6.

## **ARTICLE 2 - ADMINISTRATION OF THE CONTRACT**

### **2.1 INFORMATION AND/OR SERVICES REQUIRED OF THE STATE**

**2.1.1** Information and/or services under the State's control shall be furnished by the State within a mutually agreed upon response time so as to avoid delay in the orderly progress of the Work.

**2.1.2** The Contractor will be furnished Drawings and Project Manuals as specified in the Contract Documents.

### **2.2 ADMINISTRATION OF THE CONTRACT**

**2.2.1** The State will provide administration of the Contract as described in the Contract Documents during construction, until final payment is due and during the correction period described in Paragraph 12.2 and throughout the guarantee period.

**2.2.2** The State will visit the Project site appropriate to the stage of construction to become familiar with the progress and quality of the completed work and to determine if the Work is in accordance with the Contract Documents.

2.2.3 Unless so specified in the Contract Documents, the State will not have control over construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work. The State will not be responsible for the Contractor's failure to carry out the Work in accordance with the requirements of the Contract Documents. The State will not be responsible for acts, errors, or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or of any other persons performing portions of the Work.

2.2.4 Communications Facilitating Contract Administration: Communications by and with the State's consultants shall be through the State. Communications by and with Subcontractors, Sub-subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the State.

2.2.5 If the State observes work that appears to not comply with the requirements of the Contract Documents, the State will have the authority to reject the Work. Whenever the State considers it necessary or advisable for implementation of the intent of the Contract Documents, the State will require additional inspection or testing of the Work, in accordance with Subparagraphs 3.13.2 and 3.13.3, whether or not such work is fabricated, installed or completed.

2.2.6 The State will review and take action upon the Contractor's submitted Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, which remain the responsibility of the Contractor.

2.2.7 Substitutions and Approved Equals: Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed by the Contractor. The State will examine proposed alternatives for compliance with the Contract Documents. The proposed material(s), article(s), or equipment, will be reviewed for comparative quality, suitability, and performance against the product(s) specified in the Contract Documents. Refer to Subparagraph 3.12.10, for Substitution procedures. If Contractor's substitution is accepted, the Contractor shall be responsible for the costs of any changes resulting from the substitution, including, but not limited to redesign costs of the Project.

2.2.8 The State will conduct inspections to determine the Contractor's compliance with the Contract Documents and the date of Completion; will receive, for review and record, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and will issue a final Payment Authorization upon compliance with the requirements of the Contract Documents and Acceptance of the Work.

### **2.3 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE**

2.3.1 If the Director deems that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed to comply with Public Contract Code Section 10262, or has failed in any other respect to prosecute the Work with the diligence and force specified by the Contract, the Director may:

- .1 after written notice of at least 5 days to the Contractor, specifying the defaults to be remedied, provide any such labor or materials and deduct the cost from any money due or to become due to the Contractor under the Contract; or
- .2 if the Director considers that the failure is sufficient ground for such action, the Director may give written notice of at least 5 days to the Contractor and the Contractor's sureties, that if the defaults are not remedied, the Contractor's control over the Work will be terminated.

2.3.2 Should the State exercise its rights to terminate as noted in Subparagraph 2.3.1, the State may, without prejudice to any other rights or remedies of the State and subject to any prior rights of the Surety:

- .1 terminate employment of the Contractor;
- .2 take possession of the Project site, materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor;
- .3 accept assignment of Subcontractor Agreements pursuant to Paragraph 4.4; and/or
- .4 finish the Work by whatever method(s) the State may deem expeditious and appropriate.

2.3.3 When the State terminates the Contract for reasons provided in Subparagraph 2.3.1, the Contractor shall not be entitled to receive any further payment until Completion of the Work. If the costs incurred by the State because of termination under Subparagraph 2.3.1 exceed the unpaid balance, the Contractor shall pay the difference to the State.

## **2.4 TERMINATION FOR THE STATE'S CONVENIENCE**

2.4.1 The State reserves the right to terminate this Contract or any part thereof, due to an Act of God or for its sole convenience. In the event of such termination, the Contractor shall immediately stop hereunder and shall immediately cause its Subcontractors, Sub-subcontractors and material suppliers at any tier, to immediately stop work, leaving the site in a safe and secured condition. The Contractor shall not be paid for any work performed or costs incurred after the termination date that could have been avoided.

2.4.2 The Contractor shall be paid in accordance with the provisions of Article 8; except that the amount due the Contractor shall be based upon the State's final estimate of the Work completed, or acceptable materials furnished but not used, to the date of suspension of the Work, less any amounts required to be withheld pursuant to Article 8, and less any prior payment(s) made to, or on the account of the Contractor.

## **2.5 SUSPENSION BY THE STATE FOR CONVENIENCE**

2.5.1 The State may, by written notice, order the Contractor to suspend, delay or interrupt the Work, in whole or in part, for such period of time as the State may determine.

2.5.2 An adjustment may be claimed by the Contractor in accordance with Article 6 and Article 7 for changes in the Work, caused by a suspension, delay or interruption. No adjustment will be made to the extent:

- .1 that Contractor's performance of the Work, is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

# **ARTICLE 3 - CONTRACTOR**

## **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR**

3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and shall report to the State, in writing, any errors, inconsistencies or omissions discovered. If the Contractor performs any work knowing it involves a recognized error, inconsistency or omission in the Contract Documents, without such notice to the State the Contractor shall assume responsibility for such performance and shall bear the cost for correction.

3.1.2 The Contractor shall take field measurements and verify field conditions and shall compare such field measurements, conditions and other related information known to the Contractor with the Contract Documents before proceeding.

3.1.3 The Contractor shall promptly, and before such conditions are disturbed, notify the State in writing of:

- .1 subsurface or latent physical conditions at the site differing materially from those indicated, or
- .2 unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- .3 Hazardous materials.

3.1.4 The State will promptly investigate the conditions, and if the State finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, a Change Order will be issued in accordance with Article 6.

## **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 The Contractor shall supervise and direct the Work. The Contractor shall be responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, and for coordinating the Work under the Contract; unless otherwise noted or specified in the Contract Documents.

3.2.2 The Contractor shall be responsible to the State for acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors or material suppliers and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

.1 Subcontractor Responsibility: The Contractor shall be responsible for the actions or inaction of Subcontractors, Sub-subcontractors or material suppliers, at all tiers, regardless of whether they are a Disabled Veterans Business Enterprise (DVBE) firm or are stipulated suppliers or sole sourced. No claim, request for equitable adjustment or Change Order request shall be submitted to the State for any action of any Subcontractor, Sub-subcontractor or material supplier, at any tier, unless the Contractor can demonstrate that the State is the proximate cause of the change or delay alleged in such request. The State will not accept any responsibility or liability for any action or inaction of any Subcontractor, Sub-subcontractor or material supplier, at any tier, except to the extent that the State is the proximate cause of the change or delay.

3.2.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents, either by activities or duties of the State, the State's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2.4 The Contractor shall be responsible for inspections of portions of the Work already completed under the Contract to determine that such portions are in proper condition to receive subsequent work. If the Contractor determines that some work performed on the Project does not comply with the requirements of the Contract Documents, the Contractor shall repair or replace such defective work at the Contractor's sole expense.

3.2.5 Until Acceptance of the Work, the Contractor shall have the charge and care thereof, and shall bear risk of injury or damage to any part of the Work by action of the elements (except for an Act of God, or natural disaster as proclaimed by the State or Federal Government), or from any other reason except for such damages as are directly caused by acts of the Federal or State Government and the public enemy, except as provided in Paragraph 8.5.

### **3.3 LABOR AND MATERIALS**

3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by the Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

3.3.2 Hours of Labor: Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. The Contractor shall pay the State \$25 as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.

3.3.3 Prevailing Wage: The Contractor shall comply with Labor Code, Section 1774 and 1775. Pursuant to Section 1774, the Contractor and any subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft, in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor in violation of the provisions of the Labor Code; and, in particular, Labor Code, Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor or subcontractor. This provision shall not apply to properly registered apprentices.

.1 Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet at [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html). The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.

- .2 Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form.
- .3 If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk\*\*), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.
- .4 The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request.

3.3.4 Travel and Subsistence Payments: The Contractor shall pay travel and subsistence payments to persons required to execute the Work as such travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.

3.3.5 Apprentices: Properly registered apprentices may be employed in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The Contractor and each Subcontractor shall comply with the requirements of Labor Code, Section 1777.5, and any related regulations regarding the employment of registered apprentices.

#### 3.4 NONDISCRIMINATION CLAUSE

3.4.1 Definitions: As they pertain to the Standard California Nondiscrimination Construction Contract Specifications:

- .1 Administrator: The Administrator, Office of Compliance Programs (OCP), California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority.
- .2 Minority includes:
  - 1) Black (all persons having primary origins in any of the Black racial groups of Africa, but not of Hispanic origin); or
  - 2) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race); or
  - 3) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or
  - 4) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

3.4.2 Whenever the Contractor or any Subcontractor subcontracts a portion of the Work, it shall physically include in each subcontract of \$5,000 or more, the Nondiscrimination Clause in the Contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3.4.3 The Contractor shall implement the specific nondiscrimination standards provided in Clauses 3.4.6.1 through 3.4.6.5.

3.4.4 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities and/or women shall excuse the Contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

3.4.5 In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor shall have made a commitment to employ the apprentices and trainees upon the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

3.4.6 The Contractor shall take specific actions to implement the Contractor's nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon the Contractor's effort to achieve maximum results from the Contractor's actions. The Contractor shall be able to demonstrate fully the Contractor's efforts under Steps .1 through .5 below:

- .1 Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and at all facilities at which the Contractor's employees are assigned to work. The Contractor, whenever possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority and/or female individuals working at such sites or in such facilities.
- .2 Provide written notification within 7 days to the Director of DFEH when the union(s) with which the Contractor has a collective bargaining agreement(s) has not referred to the Contractor a minority person and/or woman sent by the Contractor, or when the Contractor has other information that the union(s) referral process has impeded the Contractor's efforts to meet the Contractor's obligations.
- .3 Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet the Contractor's obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
- .4 Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
- .5 Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

3.4.7 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the Contractor's obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. It is the Contractor's obligation to comply.

3.4.8 The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

3.4.9 Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of Title 2, California Code of Regulations (CCR), shall create a rebuttable presumption that the Contractor is in compliance with the requirements of Government Code, Section 12990, and its implementing regulations.

3.4.10 The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religion, sex, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, or age over 40, denial of family and denial of family care leave.

3.4.11 The Contractor shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to Government Code, Section 12990.

3.4.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Nondiscrimination Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code, Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code, Section 12990.

3.4.13 The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company's equal employment opportunity policy is being carried out, to submit reports relating to the provisions herein as may be required by OCP, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice

trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work is performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.

### **3.5 GUARANTEE**

3.5.1 The Contractor unconditionally guarantees the Work will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of 1 year from the date of Completion of the Work of the Project, unless a longer guarantee period is specifically called for in the Contract Documents. The Contractor shall repair or replace work, or adjacent work, or both, that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to the State; ordinary wear and tear and abuse excepted.

3.5.2 The Contractor further agrees, within 14 days after being notified in writing by the State, of work not in accordance with the requirements of the Contract Documents or defects in the Work, that the Contractor shall commence and execute, with due diligence, work necessary to fulfill the terms of the guarantee. If the State finds that the Contractor fails to perform the work under the guarantee, the State will proceed to have the work completed at the Contractor's expense and the Contractor will pay costs of the work upon demand. The State will be entitled to all costs, including attorney's fees necessarily incurred upon the Contractor's refusal to pay the above costs.

3.5.3 Notwithstanding the foregoing Subparagraph, in the event of an emergency constituting an immediate hazard to health or safety of State employees, property, or licensees, the State may undertake, at the Contractor's expense and without prior notice, work necessary to correct such hazardous condition(s) when it is caused by work of the Contractor not being in accordance with the requirements of the Contract Documents.

3.6 **TAXES:** The Contractor shall pay all applicable taxes for the Work, or portions thereof provided by the Contractor, which were legally enacted as of the bid date, whether or not yet effective or merely scheduled to go into effect.

### **3.7 PERMITS, FEES AND NOTICES**

3.7.1 The Contractor shall secure and pay for required permits, governmental fees, licenses and inspections necessary to complete the Work, unless otherwise provided in the Contract Documents.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.

3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the State in writing. If the Contractor performs work known to be contrary, or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without prior notice to the State, the Contractor shall assume full responsibility for the Work and shall bear the attributable costs.

3.7.4 The Contractor is not subject to municipal, county, or district laws, rules, or regulations pertaining to building permits or regulating the design or construction of buildings upon State property, except as specified in the Contract Documents.

3.7.5 The Contractor may be subject to federal, state, municipal, county, local or district laws, rules, or regulations pertaining to off-site work, such as utility connections, fire protection systems and encroachment upon federal, state, private, city or county property, including, but not limited to storm water pollution prevention plans.

3.7.6 All construction work shall comply with the California Code of Regulations, Title 24, California Building Standards Code (CBSC), and other Applicable Codes, current edition, as of the bid date or as specified in the Specifications.

3.8 **ALLOWANCES:** The Contractor shall include in the Contract Sum, Allowances in accordance with the requirements of the Specifications, Division 01.

### **3.9 SUPERINTENDENT**

3.9.1 The Contractor shall employ a competent Superintendent and assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent, or the Contractor's duly appointed representative, shall be the person in charge of

the construction of the Work and shall represent the Contractor. Communications given to the Superintendent shall be as binding as if given directly to the Contractor. All communications shall be confirmed in writing by the Contractor. Should the State deem the Superintendent to be incompetent, the State has the authority to request the Contractor to replace this person.

3.9.2 Should the Contractor decide to replace the Superintendent, the Contractor shall notify the State in writing, no fewer than 14 calendar days prior to the replacement. The Contractor shall submit the name and resume of the new Superintendent with the letter.

3.9.3 At any other time when the Superintendent is absent from the Project site because no Work is being performed, the Superintendent shall nevertheless keep the State advised of the Superintendent's whereabouts so that the Superintendent may readily be reached and available for consultation at the Project site at any time.

### **3.10 CONTRACTOR'S PROGRESS SCHEDULE**

3.10.1 Within the time frame specified in the specifications and prior to the first payment request, the Contractor shall submit to the State a Progress Schedule, including submittal schedules, prepared in accordance with the Specifications, Division 01. The Progress Schedule shall show the order in which the Contractor proposes to execute the Work, dates on which the Contractor will start each major subdivision of the Work, and projected dates of completion of each such subdivision in accordance with the requirements of the Contract Documents. The Contractor shall submit adjusted Progress Schedules, including submittal schedules, to reflect changed conditions in accordance with the requirements of the Contract Documents with each payment request.

3.10.2 The Contractor shall, unless otherwise specified in the Contract Documents, or directed by the State in writing, show in the schedule that physical construction of the Work will start within 10 calendar days of the start date stipulated in the Notice to Proceed, and show execution to Completion, in accordance with the specified schedule, subject to adjustment in accordance with the requirements of the Contract Documents.

3.10.3 The Contractor shall provide an adequate work force, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part in accordance with the Progress Schedule and within the Contract Time specified.

3.10.4 The Contractor shall submit to the State a Schedule of Values consistent with the Progress Schedule and Article 8. The Schedule of Values will be used as a basis for payment in accordance with Article 8.

3.10.5 The State's review and acceptance of the Progress Schedule is for compliance with the requirements of the Contract Documents only. Review and acceptance by the State of the Progress Schedule does not mean approval and does not relieve the Contractor of any of the Contractor's responsibility for the accuracy or feasibility of the Progress Schedule, or of the Contractor's ability to meet the interim Project milestone dates and the date of Completion. The State's review and acceptance does not expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Progress Schedule.

### **3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE**

3.11.1 The Contractor shall maintain at the Project site one record copy of the Drawings, Project Manual, Addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction; and in addition, Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the State and shall be delivered to the State upon completion of the Work.

3.11.2 Daily Records Clause: The Contractor shall prepare and maintain daily inspection records to document the progress of the Work on a daily basis. Daily Records shall include a daily accounting of labor and equipment on the site for the Contractor and Subcontractors, at any tier. Daily Records shall make a clear distinction between work being performed under Change Order, base scope work, and/or disputed work. Daily Records shall be copied and provided to the State at the end of every week, unless otherwise agreed to in writing.

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (SUBMITTALS)**

3.12.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate those portions of the work for which submittals are required and the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the State is subject to the limitations of Subparagraph 2.2.6.

3.12.2 The Contractor shall review, approve and submit to the State Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within the number of days set forth in the Specifications, Division 01; except finishes which shall be submitted in a sequence so as to cause no delay in the progress of the Work or in the activities of the State or separate

contractors. Submittals that are not required by the Contract Documents may be returned to the Contractor without action.

3.12.3 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the State. Such work shall be in accordance with reviewed submittals.

3.12.4 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and related field construction criteria, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Contract Documents.

3.12.5 The Contractor shall not be relieved of the responsibility for any deviation from the requirements of the Contract Documents by the State's review of submittals unless the Contractor has specifically informed the State, in writing, or as directed by the State, of such deviation at the time of submittal, and the State has given written consent to the specific deviation. The State's review shall not relieve the Contractor of responsibility for errors or omissions in submittals. Any resulting cost increase due to such a deviation shall be the sole responsibility of the Contractor.

3.12.6 The Contractor shall respond per requirements of the Contract Documents, in writing or on resubmitted submittals, to revisions other than those requested by the State on previous submittals. After the second resubmittal of a specific item, that is still not accepted, the Contractor will be charged all costs of submittal review. The charges will be deducted from the Contract Sum.

3.12.7 Informational submittals on which the State is not expected to take action, may be identified in the Contract Documents.

3.12.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the State will be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.12.9 When descriptive catalog designations, including manufacturer's name, product brand name, or model number(s) are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at date of first Invitation to Bid.

3.12.10 Substitutions and Approved Equals: Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed by the Contractor for use in the Work, provided the Contractor complies with the Specifications, Division 01, and the following requirements:

- .1 The Contractor shall submit a proposal for the alternative material(s), article(s), or equipment, in writing, within 35 days after Contract start date stated in the Notice to Proceed. In exceptional cases where the best interests of the State so require, the State may give written consent to a submittal or resubmittal received after expiration of the time limit designated.
- .2 The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s), or equipment. Samples shall be provided when requested by the State. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment shall be upon the Contractor. The State will be the sole judge as to such matters. In the event the State rejects the use of such alternative(s) submitted, then one of the particular products originally specified in the Contract Documents shall be furnished.
- .3 If mechanical, electrical, structural, or other changes are required for installation, fit of alternative materials, articles, or equipment, or because of deviations from Contract Drawings and Specifications, such changes shall not be made without consent of the State, and shall be made without additional cost to the State.

### **3.13 TESTS AND INSPECTIONS**

3.13.1 The Contractor shall at all times permit the State, its agents, officers, and employees to visit the Project site and inspect the Work, including shops where work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel. When the Contract Documents require a portion of the Work to be tested, such portion of work shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when the work is ready for inspection and testing. Should any work be covered without the required testing and approval, such work shall be uncovered and recovered at the Contractor's expense. Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, the Contractor shall give written notice to the State of such intention at least 48 hours prior to performing the Work, so that the State may make necessary arrangements.

3.13.2 If the State determines that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the State will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or

approval by an entity acceptable to the State, and the Contractor shall give 48 hours written notice to the State of where and when tests and inspections will be conducted so that the State may observe the procedures. The State will bear the costs except as provided in Subparagraph 3.13.3.

3.13.3 If procedures for testing, inspection or approval under Subparagraphs 3.13.1 and 3.13.2 reveal failure of a portion(s) of the Work to comply with the Contract Documents, the Contractor shall bear all costs made necessary by such failure(s) including those of repeated procedures and compensation for the State's services and expenses.

3.13.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the State within 14 days after each test.

### **3.14 USE OF PROJECT SITE**

3.14.1 The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents.

3.14.2 The Contractor shall perform no operations of any nature on or beyond the limits of Work or premises, except as such operations are authorized in the Contract Documents, or authorized by the State.

3.14.3 The Contractor shall ensure the limits of Work to be free of graffiti or other similar defacements during the time of the Contract; if such defacement occurs, then the Contractor shall properly remove, repair, or correct the affected area(s), or as otherwise directed by the State. The Contractor shall protect exposed surfaces within the limits of Work, with anti-graffiti coatings, and maintain such protection continuously effective during the time of the Contract.

3.14.4 Prohibitions: Pursuant to Subparagraph 3.2.2., the use of alcohol and tobacco products, and the use or possession of weapons, or illegal controlled substances by the Contractor, or others under the Contractor's control, on State property is not allowed. Residing on site in temporary facilities by the Contractor, or others under the Contractor's control, is not allowed unless otherwise specified in the Specifications, Division 01.

### **3.15 CUTTING AND PATCHING**

3.15.1 The Contractor shall be responsible for cutting, fitting or patching as required to complete the Work.

3.15.2 The Contractor shall not damage nor endanger the Work by cutting, patching or otherwise altering the construction, and shall not cut nor otherwise alter the construction without prior written consent of the State.

### **3.16 CLEANING UP**

3.16.1 The Contractor shall keep the Project site and surrounding areas free from waste materials and/or rubbish caused by operations under the Contract and at other times when directed by the State. At all times while finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Project site the Contractor's tools, construction equipment, machinery, and any waste materials not previously disposed of, leaving the Project site thoroughly clean, and ready for the State's final inspection.

3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the State may do so and charge the cost thereof to the Contractor.

**3.17 ACCESS TO WORK:** The Contractor shall provide the State continuous and safe access to the Work. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel.

**3.18 ROYALTIES AND PATENTS:** The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and hold the State harmless.

### **3.19 INDEMNIFICATION**

3.19.1 **Duty To Defend:** To the fullest extent permitted by law, the Contractor shall defend the State and any officer or employee of the State from and against suits filed against the State alleging claims, (including costs of attorneys fees) by reason of liability imposed by law and claims, including but not limited to, claims of personal injury, death, damage to property and loss of use thereof, or any claims arising out of the Contractor's performance of the Contract, or damages of other relief based on allegations of the failure of the Contractor, or the Contractor's Subcontractors to properly perform their obligations under the Contract, of the Contractor's violations of any legal duties, even if the allegations of any suit are groundless, false or fraudulent, and the Contractor

may make such investigation and settlement of any suit as the Contractor deems expedient. This duty to defend is separate and independent from the Contractor's duty to indemnify and hold harmless the State from such claims. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract.

3.19.2 **Duty to Indemnify:** To the fullest extent permitted by the law, the Contractor shall hold harmless and indemnify the State and any officer or employee of the State from and against claims, losses and expenses (including costs of attorneys fees) by reason of liability imposed by law for claims, including but not limited to, claims of personal injury, death, damage to property and loss of use thereof, or any claims arising out of the Contractor's performance of the Contract, or damages or other relief based on allegations of the failure of the Contractor, or the Contractor's Subcontractors to properly perform their obligations under the Contract, or the Contractor's violations of any legal duties. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract.

3.20 **AIR POLLUTION:** The Contractor and Subcontractors shall comply with State and/or local air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract. If there is a conflict between the State and local air pollution control rules, regulations, ordinances and statutes, the most stringent shall govern.

3.21 **CERTIFICATION BY CONTRACTOR OF RECYCLED CONTENT:** The Contractor shall certify in writing, under penalty of perjury, to the State, the minimum, if not exact, percentage of recycled content, both postconsumer material and secondary material, as defined in Public Contract Code Sections 12153 and 12200 and 12209, in materials, goods, or supplies offered or products used in the performance of the Contract, regardless of whether the product meets the required recycled percentage as defined in Sections 12153 and 12200 and 12209. The Contractor may certify that the product contains zero recycled content.

3.22 **UNFAIR BUSINESS PRACTICES:** The Contractor agrees and will require the Subcontractors and suppliers to agree to assign to the State all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), or under the Cartwright Act (commencing with Section 16700 of the Business and Professions Code), arising from the purchase of goods, services or materials, pursuant to the Contract Documents or subcontract thereunder. An assignment made by the Contractor, and additional assignments made by Subcontractors and suppliers, shall be deemed to have been made and will become effective at the time the State tenders final payment to the Contractor, without further acknowledgment of the parties.

3.23 **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code Section 7110, that: (a) the Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) the Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### 3.24 **NOT USED**

3.25 **CONTRACTOR REQUIRED NOTIFICATION OF CHANGES:** The Contractor shall notify the State's Representative in writing of any change to Contractor's name, status, or information including but not limited to:

1. Name
  - a. An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of Contractor's notification and legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
  - b. The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's change of name and subsequent amendment processing.
2. Address/Location
3. Federal Employer Identification Number (FEIN)
4. Type of Organization or Legal Status – including:
  - a. Corporate
  - b. Partnership
  - c. Individual/Sole-Ownership
  - d. Joint Venture
  - e. Limited Liability Company
  - f. DBA
5. Ownership
6. Officers or Key Personnel
7. License
8. Other (Bankruptcy, Etc.)

Contractor shall immediately provide an updated Standard Form 204 (IRS/FTB form) to the Contracts Management & Procurement Services Section within five (5) calendar days of any such relevant change.

The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's lack of proper or timely notice and documentation of a relevant change in status which impacts the State's ability to pay.

Contractor shall submit the firm's status change in writing including the Contract Number, Project Title and all necessary backup and legal documentation to support the status change to:

The State Department of General Services  
Real Estate Services Division  
Contracts Management & Procurement Services Section  
707 Third Street, Suite 2-350  
West Sacramento, CA 95605

## **ARTICLE 4 - SUBCONTRACTORS**

### **4.1 SUBLETTING AND SUBCONTRACTING**

4.1.1 The Contractor shall adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code, Section 4100. Subcontractor substitutions shall be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code, Section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action as provided by the Subletting and Subcontracting Fair Practices Act.

4.1.2 The Contractor shall be responsible for the Work. Persons engaged in the Work of the Project are the responsibility and under the control of the Contractor. The Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under the Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the State, the Contractor shall remove such Subcontractor immediately upon written request notice from the State, and the Subcontractor shall not again be employed on the Project. Although Specification Sections of the Contract Documents may be arranged according to various trades or general grouping of work, the Contractor is not obligated to sublet work in any manner. The State will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

4.1.3 The State may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a public works project.

.1 Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

### **4.2 SUBCONTRACTUAL RELATIONS**

4.2.1 The Contractor shall make available to each proposed Subcontractor, prior to the execution of a Subcontractor Agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed Subcontractor Agreement which may or may not be at variance with the Contract. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall, by Subcontractor Agreement, require each Subcontractor, to the extent of the work to be performed by the Subcontractor:

- .1 To be bound to the Contractor by terms of the Contract.
- .2 To assume toward the Contractor the obligations and responsibilities which the Contractor, by the Contract, assumes toward the State.
- .3 To preserve and protect the rights of the State under the Contract Documents with respect to the work to be performed by the Subcontractor.
- .4 To be allowed, unless specifically provided otherwise in the Subcontractor Agreement, the benefits of rights, remedies and redress against the Contractor that the Contractor, by the Contract, has against the State.
- .5 To enter into similar agreements with Sub-subcontractors.

4.2.2 Subcontractor Payments: The Contractor shall pay the Contractor's Subcontractors for work performed no later than 10 days after receipt of each progress payment. If there is a good faith dispute over all or any portion of the amount due a Subcontractor on a progress payment, the Contractor may withhold no more than 150 percent of the disputed amount. This provision shall apply to Sub-subcontractors also. A violation of these requirements invokes the payment and penalty provisions of Public Contract Code, Section 10262 and Section 10262.5.

4.3 **DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM:** Pursuant to Public Contract Code (PCC) Section 10115 et. seq., the Contractor shall use, employ and utilize Disabled Veteran Business Enterprise (DVBE) subcontractors, sub-subcontractors or material suppliers who were listed in their bid documents for DVBE Program participation, to the full extent of the amount of money and/or percentage of commitment manifested in the bid documents. If the Contractor wishes to substitute any listed DVBE subcontractors, sub-subcontractors or material suppliers for just and legal cause, the Contractor shall follow the dictates of PCC Sections 4107 and 10115.12b, as well as Military and Veterans Code (M&VC) Section 999.5(e) and California Code of Regulations, Title 2, Section 1896.64. The DVBE may only be replaced by another DVBE and shall obtain the written authorization of the State prior to any such substitutions. The Contractor shall not unilaterally substitute a listed DVBE subcontractor, sub-subcontractor or material supplier. Failure of Contractor to seek substitution and adhere to the DVBE participation requirement identified in the bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC Section 999.9; PCC Sections 4110 and PCC Section 10115.10.

4.4 **CONTRACT ASSIGNMENTS:** Performance of the Contract may not be assigned except upon written consent of the State. Consent will not be given to an assignment which would relieve the Contractor or the Contractor's Surety of their responsibilities under the Contract.

## **ARTICLE 5 - CONSTRUCTION BY THE STATE OR BY SEPARATE CONTRACTORS**

### **5.1 STATE'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

5.1.1 The State reserves the right to perform work or operations related to the Project with the State's own work force, and to award separate contracts in connection with other portions of the Project, and other construction or operations on the Project site or adjacent to the Project. The Contractor shall at all times conduct the Work so as to impose no hardship on the State or others engaged in work on the Project, nor to cause any unreasonable delay or hindrance to the Project.

5.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate contract. Each contractor is the intended third part beneficiary of other contracts for the Project.

5.1.3 The Contractor shall not cause unnecessary hindrance or delay to another contractor working on or near the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous execution of some other separate contract or contracts, the State will decide which contractor may proceed.

5.1.4 Costs caused by defective or ill-timed work shall be borne solely by the responsible contractor.

### **5.2 MUTUAL RESPONSIBILITY**

5.2.1 The Contractor shall cooperate fully with the State and separate contractors with regard to the execution of their work as follows:

- .1 The Contractor shall cooperate fully with the State and all separate contractors with regard to introduction and storage of their materials and equipment.
- .2 The Contractor shall coordinate with the State and separate contractors with regard to construction scheduling and sequence of operations, subject to approval of the State.
- .3 Each contractor shall monitor the schedule and progress of each other contractor whose work affects its work, and shall provide timely notice to the State of potential problems of interface so that the State can mitigate the problem.
- .4 The Contractor shall properly connect the Work to the work of the State or the separate contractors.
- .5 The Contractor shall inspect the work of the State or other contractors affecting the Work and promptly report to the State in writing irregularities or defects in the separate work, which renders it unsuitable for reception or connection of the Work.
- .6 Failure of the Contractor to inspect and report shall constitute acceptance of the other work as fit and proper to receive the Work, except as to defects which may develop in the other work after execution of the Contractor's Work.

5.2.2 Claims Between Separate Contractors:

- .1 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, mediation or arbitration, if they will so settle.
- .2 If such separate contractor sues the State or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the State will notify the Contractor who shall defend such proceedings at the Contractor's sole expense.
- .3 The Contractor shall pay or satisfy any judgement or award against the State, arising therefrom. In addition, the Contractor shall pay the State for attorney's fees, court, arbitration or mediation costs and additional administrative, professional, consultant, inspection, testing and other service costs which the State has incurred.

5.2.3 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to any completed or partially completed construction or to any property of the State or separate contractors as provided in Subparagraph 10.1.6.

5.2.4 Cutting and Patching Under Separate Contracts: The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete the Work, except as otherwise specifically provided for in the Contract Documents. The Contractor shall not endanger any work of the State or of any other contractor by cutting, excavating, or otherwise altering any work, except with the written consent of the State.

5.3 **STATE'S RIGHT TO CLEAN UP:** If a dispute arises among the Contractor, separate contractors and/or the State as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish as described in Paragraph 3.16, the State may clean up and allocate the costs among those responsible.

## ARTICLE 6 - CHANGES IN THE WORK

### 6.1 GENERAL

6.1.1 The State may order changes, including but not limited to, revisions to the Contract Documents, performance of extra work, and the elimination of work, without invalidating the Contract. Orders for such changes will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. Contract Time and Contract Sum will be adjusted, by written Change Order for changes which materially increase or decrease the time or cost or performance.

- .1 Proposed Change Order: The Contractor will be issued a written proposed Change Order by the State describing the intended changes to the Work.
- .2 Timeline: Within 14 days the Contractor shall submit to the State the Contractor's proposed cost estimate to be added or deducted from the Contract Sum due to the change, authenticated in full by completely detailed estimates and other authenticators of the cost by the Contractor, Subcontractors, Sub-subcontractors, vendors or material suppliers, and any adjustments of time of Completion of the entire Work that is directly attributable to the State's proposed Change Order.
- .3 Agreement: If an agreement is reached as to the adjustment in compensation for performance of changed Work, but an agreement is not reached as to the adjustment of Time for such Work, then the Contractor shall proceed with the Work at the agreed cost, reserving to the Contractor the right to further pursue the Contractor's claim for adjustment of time in accordance with Paragraphs 7.4 and 9.1.
- .4 Failure to Submit Cost Estimate: If the Contractor fails to submit the cost estimate within the 14 days timeline, or there is failure to agree to the Cost, then the State shall have the right to issue an order in writing to the Contractor to commence Work immediately, and the Contract Sum shall be changed in accordance with the State's estimate of cost, unless, within 14 days following completion of the added Work or with written notice to delete the Work, the Contractor submits to the State written proof that the State's estimate is in error.

6.1.2 The Contractor, when ordered by the State, shall proceed with changes before agreement is reached on adjustment, if any, in compensation or time for performance, and shall furnish to the State records as specified in Clause 6.2.1.3. If the Contractor fails to provide such records, the State's records will be used for the purpose of adjustment, if any, in Contract Time and Contract Sum.

- .1 Contractor may make payment requests for such work.

6.1.3 The Contractor will forfeit compensation for cost and /or time for proceeding with changes to the Work without written authorization from the State. The Contractor shall notify the State, in writing, and request an evaluation whenever it appears a change is necessary. This written notice shall be made within 24 hours of such discovery. If the State concurs with the Contractor's request for a change to the Work, the State will follow the procedures under Article 6. Delays as a result of these requests will be the

responsibility of the Contractor.

## 6.2 CHANGE ORDER

6.2.1 Methods used in determining adjustments to the Contract Sum shall be based on one of the following methods:

- .1 By mutual acceptance of a lump sum increase or decrease in costs. Upon the State's written request, the Contractor shall furnish a detailed estimate of increase or decrease in costs, together with cost breakdowns and other support data within the time specified in such request. The Contractor shall be responsible for any additional costs caused by the Contractor's failure to provide the estimate within the time specified.
- .2 By the State, on the basis of the State's estimate of increase or decrease in the costs.
- .3 By the State, whether or not negotiations are initiated as provided in Clause 6.2.1.1, by actual and necessary costs, as determined by the State, on the basis of records. Beginning with the first day and at the end of each day, the Contractor shall furnish to the State detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the changes. Such records shall be on a form acceptable to the State. Such records shall be signed by the Contractor and, when agreed to by the State, will become the basis for compensation for the changed work. Such agreement shall not preclude subsequent adjustment based upon later audit by the State.
- .4 By unit prices stated in the Contract Documents, or subsequently agreed upon.
- .5 By a manner agreed upon by the State and the Contractor.

6.2.2 Allowable Costs: The only costs which will be allowed due to changes in the Work shall be computed in the following manner:

- .1 Labor: Compensation for labor shall include the applicable payroll cost for labor, including first level supervision providing physical construction labor directly engaged in performance of the changes. Others, who may be involved in the preparation of the change order, including, but not limited to supervisors, superintendent, engineers, or estimators, shall be considered as overhead costs under Clause 6.2.2.4. Payroll cost for labor shall be the General Prevailing Wage Rates applicable for this project and in the locality for performance of the changes. In addition to the published rates, only social security, worker compensation, state and federal taxes shall be included in the total payroll cost. Other costs shall be considered as mark-ups under Clause 6.2.2.4. Use of a classification which would increase labor costs will not be permitted.
- .2 Materials and Equipment: Compensation for materials and equipment shall include the necessary costs for materials and equipment directly required for performance of the changes. Cost of materials and equipment may include costs of transportation and delivery. If discounts by suppliers are available to the Contractor, they shall be credited to the State. If materials and equipment are obtained from a supply or source owned by, or in part, by the Contractor, payment therefore will not exceed current wholesale prices for such materials and equipment. If, in the opinion of the State, the cost of materials and equipment is excessive, or if the Contractor fails to furnish satisfactory evidence of costs from supplier, the cost of materials and equipment shall be the lowest current wholesale price at which similar materials and equipment are available in quantities required. The State reserves the right to furnish materials and equipment required for performance of the changes, and the Contractor shall have no claim for costs or mark-ups on such materials and equipment.
- .3 Construction Equipment:
  - .1 Compensation for construction equipment shall include the necessary costs for use of construction equipment directly required for performance of the changes. Any use for less than 30 minutes shall be considered one-half hour. No costs will be allowed for time while construction equipment is inoperative, idle, or on stand-by, for any reason, unless such times have been approved in advance by the State. Rental time for construction equipment moved by its own power shall include the time required to move construction equipment to the Work site from the nearest available source for rental of such equipment, and time required to return such equipment to the source. If construction equipment is not moved by its own power, loading and transportation costs will be paid in lieu of such rental time. Neither moving time nor loading and transportation costs will be allowed if the construction equipment is used for any work other than the changes. No allowance will be made for individual pieces of construction equipment and tools having a replacement value of \$500 or less. No construction equipment costs will be recognized in excess of rental rates established by distributors or equipment rental agencies in the locality for performance of the changes.
  - .2 Unless otherwise approved by the State, the allowable rate for use of construction equipment shall constitute full compensation to the Contractor for cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor except for construction equipment operators and any and all costs to the Contractor incidental to the use

of such construction equipment.

.4 **Mark-Ups for Added Work:**

.1 General: The following allowance for mark-ups for performance of the changes shall constitute full compensation for additional field and home office overhead, profit, insurance, taxes (excluding sales taxes for materials incorporated into the project), and bonds, and other costs not covered under Clauses 6.2.2.1 through 6.2.2.3.

.2 Contractor: When work is added, the Contractor may claim mark-up in addition to authorized allowable costs, a reasonable sum as compensation for the items identified in 6.2.2.4.1 above, subject to proof of entitlement based on actual job costs, actual job experience, the Contractor's bidding data, and industry custom and practice. Under no circumstance can this sum exceed the following percentages:

.1 Contractor Labor : 21 percent, includes bond cost.  
.2 Contractor Materials and Equipment : 16 percent, includes bond cost.  
.3 Subcontractor Work : 6 percent of Subcontractor's costs, includes bond cost.

.1 Calculations of the Contractor's allowable 6 percent mark-up of the Subcontractor's Work shall not include the Subcontractor's allowable mark-up. Compounding of mark-up is not allowed.

.3 Subcontractors: When work is added, the Subcontractor may claim mark-up in addition to authorized allowable costs, a reasonable sum as compensation for the items identified in 6.2.2.4.1 above, subject to proof of entitlement based on actual job costs, actual job experience, the Subcontractor's bidding data, and industry custom and practice. Under no circumstance can this sum exceed the following percentages:

.1 Subcontractor Labor : 20 percent  
.2 Subcontractor Materials and Equipment : 15 percent  
.3 The aggregate mark-ups for all Subcontract tiers shall not exceed 20 percent for labor and 15 percent for materials and equipment. Compounding of mark-up is not allowed.

.5 For Deleted Work: When the State is entitled to a credit for deleted work, the credit shall include direct labor, materials, and supervision plus overhead of the Contractor or Subcontractor, as applicable for the deleted work. Deleted overhead shall be computed as no less than 5 percent of the direct labor, materials, and supervision, and should reflect the actual savings to the Contractor resulting from the deletion based upon actual job prices for the work at issue, actual job experience, the Contractor's bidding data for the project and industry custom and practice. For example, if a \$10,000 item of work is deleted, the credit to the State would be no less than \$10,500.

.6 For Combination of Added and Deleted Work: For Change Orders that involve both added and deleted work, the Contract Sum will be adjusted based on the following computation: Cost before mark-ups of added and deleted work shall each be separately estimated. If a difference between costs results in an increase to the Contract Sum, a mark-up for added work shall be applied to the difference. If a difference in costs results in a decrease, then the 5 percent credit to the State for deleted overhead set forth above shall be applied to the difference.

.7 General Limitations: Costs to the Contractor for changes which exceed market values prevailing at the time of the change will not be allowed unless the Contractor establishes that all reasonable means for performance of the changes at prevailing market values have been investigated and the excess cost could not be avoided. Notwithstanding actual charges to the Contractor on work performed or furnished by others, no mark-ups will be allowed in excess of those specified in Clause 6.2.2.4 above.

**6.2.3 Cost Disallowance:** Costs which will not be allowed or paid in Change Orders or Claim settlements under this Contract include, but are not limited to, interest cost of any type other than those mandated by statute; Claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals concerning Change Orders which are not issued by the State; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; the costs of corporate officers or staff visiting the site or participating in meetings with the State; any compensation due to the fluctuation of foreign currency conversions or exchange rates; or loss of other business.

**6.3 ACCEPTANCE OF CHANGE ORDERS:** The Contractor's written acceptance of a Change Order shall constitute final and binding agreement to the provisions thereof and a waiver of Claims in connection therewith, whether direct, indirect, or consequential in nature.

**6.4 EFFECT ON SURETIES:** Alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing consent of Surety(s) on Contract Bonds.

## **ARTICLE 7 - TIME**

### **7.1 NOTICE TO PROCEED**

7.1.1 The Contractor will be notified of the Contract start date as stated in the Notice to Proceed. Notwithstanding other provisions of the Contract, the State will not be obligated to accept or to pay for work furnished by the Contractor prior to the start date stated in the Notice to Proceed whether or not the State has knowledge of the furnishing of such work. The Contractor shall not be allowed on the site of the Work until the Contractor's Contract bonds and certificates of insurance comply with requirements of the Contract.

7.1.2 Work under the Contract shall be conducted in accordance with Paragraph 3.10. The Contractor shall not begin any Work until authorized in writing by the State.

7.2 **CONTRACT TIME:** The Contract Time is the period set forth in Document 00 73 00, Supplementary Conditions. The start and completion dates will be stated in a Notice to Proceed. It is essential that the Project be completed within the time fixed for Completion in Document 00 73 00 or liquidated damages will be assessed for delay. All portions of the Work shall be completed and shall be ready for full use by the State on, or prior to, the date of Completion.

7.2.1 Time is of the essence in this Contract.

7.3 **LIQUIDATED DAMAGES:** For every day that the Work remains unfinished after the time fixed for Completion in the Contract Documents, as modified by any approved extension of time, damage will be sustained by the State. Because of the difficulty in computing actual material loss and disadvantages to the State, it is determined in advance that the Contractor will pay the State the amount of damages set forth in the Agreement, as representing a reasonable forecast of actual damages which the State will suffer by failure of Contractor to complete the Work within the time fixed for Completion in the Contract. Execution of the Agreement shall constitute acknowledgment by the Contractor that the Contractor agrees that the State will actually suffer damages in the amount fixed for every Day during which Completion of the Work is avoidably delayed beyond the time fixed for Completion in the Contract.

### **7.4 TIME EXTENSIONS**

7.4.1 Request for Time Extension: In the event the Contractor requests an extension of Contract Time for unavoidable delay, the Contractor shall furnish such justification and supporting evidence as the State may deem necessary for the determination as to whether the Contractor is entitled to an extension of Contract Time. The Contractor shall submit justification in writing no later than 7 days after the initial occurrence of any delay. The justification shall be based on the Official Progress Schedule as updated at the time of occurrence of the delay or execution of work related to any changes to the scope of the Work. The justification shall include, but is not limited to the following information:

- .1 Duration to perform activity(ies) relating to changes in the Work and resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- .2 Logical ties to the Official Progress Schedule for proposed changes or delay showing activity(ies) in the schedule start or completion dates are affected by the change or delay.

7.4.2 The State, upon receipt of such justification and supporting evidence, shall make its finding of fact. The State's decision shall be final and conclusive and the State will advise the Contractor in writing of such decision. If the State finds that the Contractor is entitled to an extension of Contract Time, the State's determination as to the total number of extension days shall be based upon the latest updated version of the Official Progress Schedule. Such data will be included in the next monthly updating of the schedule.

7.4.3 Time Extensions: For delays that the State agrees are unavoidable, and are Justified in accordance with Subparagraph 7.5.2, the Contractor shall, pursuant to the Contractor's application, be allowed an extension of time beyond the Contract Time. During such extension of time, neither extra compensation for engineering and inspection nor liquidated damages will be charged to the Contractor. Time extensions shall be granted only for delays or changes that extend the Completion date, based on the latest accepted updated version of the Official Progress Schedule. Time extensions for delays and changes shall not exceed one day for each day that the Contract Completion date of the Official Progress Schedule is extended by this change or delay.

### **7.5 DELAYS IN COMPLETION OF THE WORK**

7.5.1 Notice of Delays: Whenever the Contractor foresees delay in the continuance and Completion of the Work, or immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the State in writing, in a separate notice of the delay. The Contractor's notice shall include the probability of the occurrences of such delay and its cause in

order that the State may take immediate steps to prevent the occurrence or continuance of the delay. If the delay cannot be prevented, the State will determine whether the delay is unavoidable and to what extent continuance and Completion of the Work is anticipated to be delayed.

- .1 The Contractor shall make no claim for delay not called to the attention of the State in writing, at the time of its occurrence.
- .2 Delay in the continuance of parts of the Work that does not prevent or delay the continuance of other parts of the Work or the Completion of the whole Work within the Contract Time shall be deemed to constitute neither avoidable delays nor unavoidable delays, within the meaning of the Contract. Such delay will be considered Unjustified and no extension to the Contract Time and/or additional compensation will be granted.

**7.5.2 Justified Delay:** Justified Delay in the continuance or Completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of due care and diligence on the part of the Contractor or the Contractor's Subcontractors. Delay in Completion of the Work due to Contract modifications ordered by the State and unforeseeable delays in continuance or completion of the work of other contractors employed by the State may be considered Justified Delays insofar as they interfere with the Contractor's Completion of the Work within the Contract Time. Delays due to normal weather conditions which prevent the Contractor from proceeding with the controlling item on the Official Progress Schedule will not be regarded as a Justified Delay.

- .1 Justified Delay will result in an extension beyond the Contract Time in accordance with Paragraph 7.4.
- .2 Justified Delay that includes Contract modifications ordered by the State may entitle the Contractor to extra compensation in accordance with the provisions of Article 6.
- .3 Delay that results from causes beyond the control of the State and is determined by the State to be the Contractor's responsibility shall be considered Unjustified and will result in no extension in the Contract Time or extra compensation. The State's decision shall be final and conclusive.
- .4 The State will determine the net difference between overlapping or concurrent Justified Delays and Unjustified Delays and whether the Contractor is entitled to any extension in the Contract Time and/or extra compensation. The State's decision shall be final and conclusive.

**7.5.3 Weather Delays:** If weather conditions are the basis for delays in the continuance or completion of the Work, such delay shall be documented by 5 year climatological data obtained by the Contractor, from the nearest nationally recognized reporting station to the Work site, substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. The State will not be responsible for additional costs of the Contractor caused by weather delays, including, but not limited to, costs of extended overhead.

## 7.6 ACCELERATION

**7.6.1** The State reserves the right to accelerate the Work of the Contract. In the event that the State directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other Project records related to the acceleration directive separately from normal Project costs and records, and shall provide a written record of acceleration cost to the State on a daily basis.

**7.6.2** In the event that the Contractor believes that some action or inaction on the part of the State constitutes an acceleration directive, the Contractor shall immediately notify the State in writing that the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate work efforts until the State responds to the written notification. If acceleration is then directed or required by the State, cost records referred to above shall be maintained by the Contractor and provided to the State on a daily basis.

**7.6.3** In order to recover additional costs due to acceleration, the Contractor shall document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

## ARTICLE 8 - PAYMENTS AND COMPLETION

**8.1 SCHEDULE OF VALUES:** Before the first payment request, the Contractor shall submit to the State a Schedule of Values allocated to portions of the Work, included with the Contractor's Progress Schedule, and supported by such data to substantiate the accuracy as the State may require. This Schedule of Values, unless objected to by the State, shall be used as a basis for progress payments.

## 8.2 TIMELINESS OF PAYMENTS

8.2.1 Upon receipt of a payment request by the designated State's Representative with updated Progress Schedule from the Contractor, the State will review same to determine if it is a proper payment request based on the approved Schedule of Values. Any payment request determined by the State not to be suitable for payment shall be modified and processed in accordance with the State's assessment or returned to the Contractor for resubmittal. The reason(s) the payment request was deemed unsuitable shall be stated in writing.

8.2.2 Actual payment request submittal date shall be established by the State. Thereafter, the payment request submittal date will be monthly on the same date.

8.2.3 The State will make progress payments pursuant to Public Contract Code, Section 10261.5.

## 8.3 RETENTIONS

8.3.1 Upon submittal and receipt of a monthly payment request in accordance with Paragraph 8.2 above, the following shall apply:

- .1 The Contractor's payment request shall include the total amount of Work completed to date, including materials as verified by the State, furnished and delivered on the Project site, not used, or in a secure off-site facility, pursuant to Public Contract Code, Section 10261. All materials included in the Contractor's payment requests furnished and delivered on the Project site, not used, and/or in a secure off-site facility shall be used exclusively for the Project. It shall be the sole responsibility of the Contractor to maintain, protect and secure such materials.
- .2 The State shall retain not less than 5 percent of the estimated value of Work completed.

8.3.2 Securities in Lieu of Retention: At the request and expense of the Contractor, and in accordance with Public Contract Code, Section 10263, the Contractor may provide securities in lieu of retention.

8.4 **ASSIGNMENT OF CONTRACT FUNDS:** The Contractor may assign moneys due or to become due under the Contract, through an amendment to the Contract. Any assignment of moneys earned by the Contractor shall be subject to proper retention in favor of the State and to deductions provided for in the Contract. Moneys withheld, whether assigned or not, are subject to being used by the State to the extent permitted by law, for the Completion of the Work in the event that the Contractor is in default of the Contract.

## 8.5 OCCUPANCY BY THE STATE PRIOR TO COMPLETION OF THE WORK

8.5.1 The State reserves the right to occupy all or any part of the Project prior to Completion of the Work, upon written notice. Such occupancy or use is herein referred to as Beneficial Occupancy. In this event, the Contractor shall be relieved of responsibility to the State for liability arising out of such occupancy by the State. Nevertheless, the Builder's Risk Coverage must remain in effect, with either a "consent to occupy" endorsement or a waiver of occupancy endorsement, with no right of recovery against the State.

8.5.2 The State's Beneficial Occupancy does not constitute Completion of the Work or Acceptance of the Work by the State, or any portion of the Work, nor will it relieve the Contractor of responsibility for correcting defective Work or materials found at any time before Acceptance of the Work, as set forth in Article 12 or during the Guarantee period as set forth in Paragraph 3.5, or after the State's acceptance, as set forth in Subparagraph 8.6.1. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by the State, then upon written request by the Contractor and by written consent from the State, the Guarantee period will commence to run from the date of the State's occupancy of such building or buildings.

## 8.6 ACCEPTANCE OF THE WORK AND FINAL PAYMENT

8.6.1 When the Contractor considers the Work complete, the Contractor shall request a final inspection in writing to be conducted by the State.

- .1 The Contractor shall request this final inspection only when all Work, including deficient items identified on previous inspections, have been completed and deliverables delivered as noted in the Project Manual, Section 01 77 00.
- .2 The State Representative shall conduct a final inspection within 14 days of receipt of a written request from the Contractor for final inspection.
- .3 If, after the inspection, the State Representative determines that the Work is complete, the State Representative will establish a date for Completion of the Work. The State Representative will then recommend to the Director of the Department of General Services, or the Director's designee, to accept the Work within 60 days from the

- .4 date of Completion of the Work.
- .4 Upon Acceptance of the Work by the Director:
  - a) The Retention held by the State will be released, and
  - b) The Contractor will be relieved of the duty of maintaining and protecting the Work.
- .5 If the State determines that the Work is not complete, the Contractor will be notified in writing of deficiencies. After correcting all deficiencies the Contractor shall again initiate the procedures for final inspection as set forth above. If the process of re-inspection and correction of deficiencies goes beyond the Contract Time, the Contractor shall be assessed liquidated damages.
- .6 Determination by the State that the Work is complete or Acceptance of the Work will not bar any Claim against the Contractor pursuant to Paragraph 3.5.

8.6.2 Upon Acceptance of the Work, the State will submit a final statement to the Contractor:

- .1 The final statement shall take into account the Contract Sum as adjusted by any Change Orders, amounts already paid to the Contractor, sums to be withheld for incomplete Work, liquidated damages, stop notices, and for any other cause under the Contract.
- .2 A warrant in the amount of the sum due the Contractor, if any, will be issued.
- .3 If the Contractor owes any amount to the State, the final statement shall serve as an invoice to the Contractor.

8.6.3 The Contractor is required to pay Subcontractors from which a Retention has been withheld within 7 days of receipt from the State of Retention proceeds.

8.6.4 The Contractor has 30 days after receipt of the final statement to file a Claim with the State.

- .1 All Claims shall comply with the requirements of Subparagraph 9.1.2.
- .2 Failure to file a Claim within the 30 day period constitutes a failure to diligently pursue and exhaust the required administrative procedures set forth in the Contract. Such failure shall constitute waiver of additional rights to compensation under the Contract or the right to request Equitable Adjustment.
- .3 If the Contractor does not file a Claim within the 30 day period, the final warrant made by the State will become a complete and final settlement between the State and the Contractor.

8.7 **INTEREST:** Payments due and unpaid under the Contract shall earn interest pursuant to Public Contract Code, Sections 7107 and 10261.5.

## ARTICLE 9 - DISPUTES AND CLAIMS

### 9.1 DISPUTE AND CLAIM PROCEDURES

9.1.1 Dispute as to Contract Requirements: When the Contractor and the State fail to agree whether or not any work is within the scope of Contract requirements, the Contractor shall immediately perform such work upon receipt of a written notice to do so by the State. Within 14 days after receipt of such notice to perform disputed work, the Contractor may submit a written protest to the State, specifying in detail the Contract requirements that were exceeded, and approximate change in cost resulting so that the State will have notice of a potential Claim. Failure to submit a protest within the specified period shall constitute a waiver of any and all rights to an adjustment in Contract Sum and Contract Time due to such work, and the Contractor thereafter shall not be entitled to adjustment of Contract Sum or Contract Time. For any such work that is found to exceed Contract requirements, there shall be an adjustment in Contract Sum and Contract Time on same basis as any other change in the Work.

- .1 The Contractor shall provide supporting data and shall provide and maintain records of costs attributable to Disputes in similar manner as for Change Orders in Article 6.
- .2 The State's Representative and the Contractor's Superintendent will make every reasonable effort to resolve the Dispute prior to proceeding to the next step.
- .3 Either the State or the Contractor may call a special meeting for the purpose of resolving the Dispute. Such a meeting will be held within 7 days of written request thereof.
- .4 If the Dispute as to the Contract Documents has not been resolved, the Contractor shall, within 14 days after the special meeting, take one or more of the following actions:
  - .1 submit additional supporting data requested by the State;
  - .2 modify the initial Dispute; or
  - .3 notify the State that the initial Dispute stands as is.
- .5 If the Dispute has not been resolved within 7 days after the Contractor's action in response to Clause 9.1.1.4, another meeting may be scheduled, at the State's option, with senior management personnel of the State and the Contractor. The purpose of this meeting is to resolve the Dispute prior to proceeding to the action under

Subparagraph 9.1.2.

9.1.2 Claim Submission and Documentation: If a Dispute has not been resolved at the time of the State's final statement, the Contractor shall submit within 30 days a Claim along with detailed documentation required by Subparagraph 9.1.1 for the State's consideration.

- .1 The Contractor shall furnish 3 certified copies of the required Claim documentation. The Claim documentation shall be complete when furnished. The evaluation of the Contractor's Claim will be based upon State records and the Claim documents furnished by the Contractor.
- .2 Claim documentation shall conform to generally accepted accounting principles and shall be in the following format:
  - .1 General Introduction
  - .2 General Background Discussion
  - .3 Issues
    - .1 Index of Issues (listed numerically)
    - .2 For each issue
      - .1 Background
      - .2 Chronology
      - .3 Contractor's position (reason for State's potential liability)
      - .4 Supporting documentation of merit or entitlement
      - .5 Supporting documentation of damages
      - .6 Begin each issue on a new page
    - .4 All critical path method (CPM) schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the computer disks of all schedules related to the Claim.
    - .5 Productivity exhibits (if appropriate)
    - .6 Summary of Issues and Damages
  - .3 Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, General Conditions; General Requirements; technical Specifications; Drawings; correspondence; conference notes; Shop Drawings and submittals; Shop Drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary critical path method (CPM) schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's Claim.
  - .4 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, documents related to the preparation and submission of the bid; certified, detailed labor records, including labor distribution reports; material and equipment procurement records; construction equipment ownership costs records or rental records; Subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's Claim.
  - .5 Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.
  - .6 Should the Contractor be unable to support any part of the Claim, and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the State as provided for under California Government Code, Section 12650 et seq., known as the False Claims Act.
  - .7 The State will render a written decision to the Contractor relative to the Claim. The State's written decision shall be final and binding on the party(ies) but subject to arbitration. The State may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. If there is a Surety and there appears to be a possibility of a Contractor's default, the State may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.
  - .8 All issue items to be included in the Complaint in Arbitration shall be a part of the Claim submitted with the required documentation under this Subparagraph 9.1.2. Issues not included in the Claim under Subparagraph 9.1.2 shall not be considered.

9.1.3 Arbitration: Any Claim filed in compliance with Subparagraph 9.1.2 not resolved by the above procedures shall be resolved by arbitration in accordance with the provisions of Public Contract Code Section 10240 et seq., and Title 1, California Code of Regulations, Section 1300 et seq., unless the State and the Contractor agree in writing to waive arbitration and proceed to litigation. Either party may initiate arbitration by filing a Complaint in Arbitration with the Office of Administrative Hearings in

Sacramento, California, in compliance with the requirements of Public Contract Code Section 10240, et seq., and Title 1, California Code of Regulations, Section 1300 et seq. Arbitration shall be conducted in Sacramento, California.

## **9.2 AUDIT AND ACCESS TO RECORDS**

9.2.1 The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract, in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid required for this Contract, or any Change Order, Claim, or other request for equitable adjustment, and a copy of the cost summary or information submitted to the State. The State's Representative shall have access upon 24 hours advance written notice, at all times during normal business hours, to such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the State, provide proper facilities for such access, inspection and copying purposes.

9.2.2 The Contractor agrees to make the provisions of Paragraph 9.2 applicable to this Contract, and Change Orders, Claims, or other requests for Equitable Adjustment affecting the Contract Time or Contract Sum. The Contractor agrees to include the provisions of Paragraph 9.2 in subcontracts and sub-subcontracts or purchase orders, at any tier, and make Paragraph 9.2 applicable to subcontracts, at any tier, in excess of \$10,000, and to make the provisions of Paragraph 9.2 applicable to Change Orders, Claims, and other requests for Equitable Adjustment related to Project performance.

9.2.3 Audits conducted under Paragraph 9.2 shall be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

9.2.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of Paragraph 9.2, to the State, and other affected agencies.

9.2.5 Records under the provisions of Paragraph 9.2 shall be maintained and made available during the performance of the Work under this Contract until 3 years past final payment, and until final settlement of all Disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any Dispute, to any litigation, to the settlement of any Claim arising out of such performance, or to the cost or items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such Dispute, litigation, Claim, or exception, whichever occurs later.

9.2.6 The right of access provisions of Paragraph 9.2 applies to financial records pertaining to this Contract and Change Orders and Claims. In addition, this right of access applies to records pertaining to all contracts, Change Orders, and Contract Amendments:

- .1 To the extent the records pertain directly to Contract performance;
- .2 If there is any indication that fraud, gross abuse, or corrupt practices may be involved;
- .3 If the Contract is terminated for default or convenience.

9.2.7 Access to records is not limited to the required retention periods. The authorized State Representatives shall have access to records at any reasonable time for as long as the records are maintained.

9.2.8 Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement, in regards to the Disabled Veterans Business Enterprise (DVBE) Program.

## **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY OF PERSONS AND PROPERTY**

10.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

10.1.2 The Contractor shall take precautions for safety and provide protection to prevent damage, injury or loss to:

- .1 Employees working under the Contract and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 Other property at the Project site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, except as otherwise noted or specified.

10.1.3 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury or loss.

10.1.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the State, other Owners (other than the State) and users of adjacent sites and utilities.

10.1.5 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work. The Contractor shall employ properly qualified personnel for supervision of same.

10.1.6 The Contractor shall remedy damage and loss to property referred to in Clauses 10.1.2.2 and 10.1.2.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.1.2.2 and 10.1.2.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.19.

10.1.7 The Contractor shall not permit any part of the Work or Project site to be loaded so as to endanger its safety.

10.1.8 When conditions of the Work, in the judgment of the State, present risk of injury or death to persons or property damage, the State, may direct the Contractor, at the Contractor's sole expense, to close down the Work and not commence work again until dangerous conditions are eliminated.

10.1.9 The Contractor, at the Contractor's own cost, shall rebuild, repair, restore and make good -damages to any portion of the Work affected by such causes before Acceptance of the Work.

**10.2 EMERGENCIES:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's sole discretion, to prevent any threatened damage, injury or loss. Additional compensation or extension of Contract Time claimed by the Contractor because of an emergency will be reviewed as provided in Article 6.

### 10.3 DRUG-FREE WORKPLACE

10.3.1 By signing the Agreement, the Contractor certifies, under penalty of perjury under the laws of the State of California, that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.), and will provide a drug-free workplace by taking the following actions:

- .1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- .2 Establish a Drug-Free Awareness Program to inform employees about:
  - .1 The dangers of drug abuse in the workplace;
  - .2 The person's or company's policy of maintaining a drug-free workplace;
  - .3 Any available counseling, rehabilitation, and employee assistance programs; and,
  - .4 penalties that may be imposed upon employees for drug abuse violations.
- .3 Provide, as required by Government Code, Section 8355(c), that every employee who works under the Contract will:
  - .1 receive a copy of the company's drug-free workplace policy statement; and
  - .2 agree to abide by the terms of the company's statement as a condition of employment.

## ARTICLE 11 - INSURANCE AND BONDS

### 11.1 CONTRACTOR'S INSURANCE

#### 11.1.1 General Insurance Requirements:

- .1 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.
  - .1 Contractor shall furnish the State with original certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences.
  - .2 The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- .2 Insurance Companies shall be acceptable to Department of General Services (DGS) and Office of Risk and Insurance Management (ORIM). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI. Exception may be made for the State Compensation Insurance Fund. If self-insured, review of financial information may be required.
- .3 Except as otherwise provided for Builders Risk/Installation Floater under Clause 11.1.2.4, all coverage shall be in force until the Acceptance of the Work by the Director of DGS. If the insurance expires, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- .4 Insurance policies shall contain a provision that coverage will not be cancelled without 30 days prior written notice to the State.
- .5 The Contractor shall be responsible for any deductible or self-insured retention contained within the insurance.
- .6 In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to the remedies noted in Article 11.1.1.3 above and any other remedies it may have, remove the Contractor from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract. In the event, the State elects to remove the Contractor from the work site, the Contractor will not be entitled to additional days or compensation.
- .7 Any insurance required to be carried shall be primary.
- .8 Minimum Scope of Insurance - Coverage shall be at least as broad as:
  - .1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). The insurance Certificate shall show the GL form number.
  - .2 Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "scheduled, hired and nonowned".
- .9 The State reserves the right to require the Contractor to provide the subcontractors' insurance certificates and policies, when so directed by the State.

#### 11.1.2 Insurance Requirements: The Contractor shall furnish to the State evidence of the required insurance as follows:

- .1 Commercial General Liability: The Contractor shall maintain commercial general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project or location", it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
  - .1 Additional Insured coverage shall be provided in the form of an insured endorsement (CG 20 10 11 85 r equivalent) to the contractor's insurance policy. The endorsement must be attached to the certificate.

- .2 Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the Department of General Services, its officers, agents, employees and servants or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- .2 Automobile Liability: The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor.
- .3 Workers' Compensation: The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the contractor, its employees, agents and subcontractors. Except for State Fund, all subrogation waiver endorsements shall be on a separate form attached to the certificate. The Contractor shall maintain Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- .4 Builders Risk/Installation Floater: The Contractor shall maintain in force, at its own expense, Builders Risk/Installation Floater covering the Contractor's labor, materials, and equipment to be used for completion of the Work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract Sum.
  - .1 The Contractor agrees as a provision of the contract to waive all rights of recovery against the State.
  - .2 The State of California, Department of General Services shall be a named insured or additional insured under the policy.
  - .3 The policy shall have a loss payable clause in favor of the State of California, Department of General Services.
  - .4 The requirement for maintaining the Builders Risk/Installation Floater shall be in full force at all times during the entire duration of the Contract Time without any gaps, delays or breaks in coverage. This includes Beneficial Occupancy and authorized adjustment for time extensions. Coverage shall be maintained until Completion of the Work, except for delivery of as-built drawings, operation and maintenance manuals, guarantees, warranties, spare parts, reports and certifications as noted in the Closeout Procedures section of the Project Manual and as determined by the State's Representative in writing.

11.1.3 Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work; nor for injury to any person or persons, either workers or the public, for damage to property from any cause which might have been prevented by the Contractor, or the Contractor's employees or agents, against all of which injuries or damages the Contractor shall properly guard. The Contractor shall indemnify and hold harmless the State, and all officers and employees of the State, from all suits, actions or claims brought for, or on account of injuries or damages received or sustained by any person or persons, by or from the Contractor, the Contractor's employees or agents, in construction of the Work, or by or in consequence of the Contractor's failure to properly guard the same, or by or as a result of any act or omission of the Contractor, the Contractor's employees or agents. In addition to any remedy authorized by law, moneys due the Contractor under the Contract, as considered necessary by the State, may be retained until disposition has been made of such suits, actions, or claims for damages; however, this provision shall not be construed as precluding the State from enforcing any right of offset the State may have to any such moneys.

**11.2 NO PERSONAL LIABILITY:** Neither the State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

### 11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 The Contractor shall furnish bonds, each in the amount of 100 percent of the Contract Sum, covering faithful performance of the Contract and payment of obligations arising thereunder, as stipulated in the bidding requirements or as specifically required in the Contract Documents.

11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bond(s) or permit a copy to be made.

## **ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING AND CORRECTION OF WORK**

12.1.1 If a portion of the Work is covered prior to the State's review, it shall, if requested in writing by the State, be uncovered for the State's observation and replaced at the Contractor's expense without change in the Contract Time.

12.1.2 The Contractor shall notify the State 2 working days prior to covering any work.

### **12.2 CORRECTION OF WORK**

12.2.1 The Contractor shall promptly correct work rejected by the State or Work failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected work, including additional testing and inspections required and compensation for the State's services and expenses made necessary thereby.

12.2.2 Notwithstanding Paragraph 3.5, in the event of an emergency constituting an immediate hazard to the health or safety of any persons or property, the State may undertake, at the Contractor's expense and without prior notice, work necessary to correct such hazardous condition(s) arising from work performed by the Contractor that is not in conformance with the requirements of the Contract Documents.

12.2.3 The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents, and are neither corrected by the Contractor nor accepted by the State.

12.2.4 If the Contractor fails to correct nonconforming work, as per Paragraph 3.5, the State may correct the nonconforming work in accordance with Paragraph 2.3. If the Contractor does not proceed with correction of such nonconforming work, within such time fixed by written notice from the State, the State may remove and store the salvable materials articles and/or equipment at the Contractor's expense. If the Contractor does not pay all costs of such removal and storage within 14 days after written notice, the State may, upon 14 additional calendar days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds thereof, after deducting costs and damages that would have been borne by the Contractor, including compensation for the State's services and expenses made necessary thereby. If the proceeds of a sale do not cover all costs that the Contractor would have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged Work executed by the State or separate contractors, whether fully completed or partially completed, which is caused by the Contractor's correction or removal of Work that is not in accordance with requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have in the Contract Documents. Establishment of the time period of 1 year, as described in Subparagraph 3.5.1, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with requirements of the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**12.3 ACCEPTANCE OF NONCONFORMING WORK:** If the State prefers to accept any or all of the Work that is not in accordance with requirements of the Contract Documents, the State may do so instead of requiring its correction and/or removal, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment to the Contractor has been made.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

**13.1 GOVERNING LAW:** The Contract shall be governed by the law of the State of California.

**13.2 SUCCESSORS AND ASSIGNS:** The Contract binds the Contractor, the Contractor's partners, successors, assigns and legal representatives to the State in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations in the Contract Documents.

13.3 **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual; or a member of the firm or entity; or to an officer of the corporation for which it was intended; or if delivered to or sent by US mail to the last business address known to the party giving notice.

13.4 **CONTRACTOR'S USE OF COMPUTER SOFTWARE:** The Contractor, by signing the Agreement, certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13.5 **INDEPENDENT CONTRACTOR:** Contractor, and the agents, subcontractors, and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

13.6 **UNENFORCEABLE PROVISIONS:** In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

13.7 **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State.

13.8 **DOMESTIC PARTNERS:** For Contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code Section 10295.3. However, the Contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

13.9 **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

13.10 **CERTIFICATION BY CONTRACTOR OF DISABLED VETERAN BUSINESS  
ENTERPRISE/SMALL BUSINESS PARTICIPATION**

13.10.1 If, for this agreement, the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, the Contractor must certify in writing to the State, the total amount the Contractor received under the contract, the name and address of the DVBE firms that participated in the performance of the contract, the amount each DVBE received from the Contractor, that all payments have been made to the DVBE and the actual percentage of DVBE participation achieved. Additionally, if for this agreement, the Contractor made a commitment to achieve 25% Small Business participation, the Contractor must certify in writing to the State, the actual percentage of Small Business participation that was achieved. The Contractor is instructed to comply with the procedures stated in CLOSEOUT PROCEDURES, Section 01 77 00. This certification shall be completed pursuant to Section 999.5 of the Military and Veterans Code (M&VC) and Section 14841 of the Government Code. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

END OF DOCUMENT

DOCUMENT 00 73 00  
SUPPLEMENTARY CONDITIONS

Requirements included herein supplement DOCUMENT 00 72 00 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

## 1. ARTICLE 1 – GENERAL PROVISIONS

### Paragraph 1.1, DEFINITIONS

Add the following definition:

Construction Manager: A consultant firm will be retained for this Project by the State to assist the Department of General Services.

Hazardous Materials: These materials include but are not limited to products and materials containing Asbestos, Lead, PCB's, Petroleum fuels and lubricants (including chemical additives), oxidizers, corrosives, solvents, acids and carcinogens.

## 2. ARTICLE 2 – ADMINISTRATION OF THE CONTRACT

Add the following Paragraph 2.6

### Paragraph 2.6, RUSSIAN SANCTION ORDERS

2.6 On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor with advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Add the following Paragraph 2.7

### Paragraph 2.7, GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE OBLIGATIONS

2.7.1 Definitions: The following terms are in addition to the defined terms and shall apply to the Contract:

.1 “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

2.7.2 Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

2.7.3 Notification shall be provided to the State’s Representative identified in this Contract.

SUPPLEMENTARY CONDITIONS

2.7.4 At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

2.7.5 If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

2.7.6 The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

### **3. ARTICLE 3 – CONTRACTOR**

#### **Paragraph 3.2, SUPERVISION AND CONSTRUCTION PROCEDURES**

Delete Subparagraph 3.2.5 in its entirety and replace it with new Subparagraph 3.2.5 as follows:

3.2.5 Until Acceptance of the Work, the Contractor shall have the charge and care thereof, and shall bear risk of injury or damage to any part of the Work by action on the elements (except for an Act of God, or natural disaster as proclaimed by the State or Federal Government provided that the loss does not involve Contractor negligence and if the Work damaged is built in accordance with the Contract and applicable building standards), or from any other reason except for such damages as are directly caused by acts of the Federal or State Government and the public enemy, except as provided in Paragraph 8.5.

#### **Paragraph 3.3, LABOR AND MATERIALS**

Delete Subparagraph 3.3.3 in its entirety and replace it with new Subparagraph 3.3.3 as follows:

3.3.3. Prevailing Wage: The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.

- .1 Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet at [Prevailing Wage Requirements](#). The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.
- .2 Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein

#### **SUPPLEMENTARY CONDITIONS**

shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form

- .3 If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk\*\*), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.
- .4 The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b) monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to [Certified Payroll Reporting](#) for access to the electronic Certified Payroll (eCRP) Application.
- .5 Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel.

#### **Paragraph 3.4, NONDISCRIMINATION CLAUSE**

Delete Paragraph 3.4 in its entirety and replace with the following:

3.4.1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

3.4.2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

#### **SUPPLEMENTARY CONDITIONS**

3.4.3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing (DEFH) and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

3.4.4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

3.4.5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

#### 3.4.6 STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

- .1 As used in the specifications:
  - a. "Act" means the Fair Employment and Housing Act.
  - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
- .2 Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
- .3 The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
- .4 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto .5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
- .5 In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

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.6 The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
- b. Provide written notification within (7) seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
- c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
- e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

.7 Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.

.8 The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

.9 The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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- .10 The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
- .11 The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
- .12 The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

### **Paragraph 3.13, TESTS AND INSPECTIONS**

Delete Subparagraph 3.13.1 in its entirety and replace with the following Subparagraph 3.13.1.

3.13.1 The Contractor shall at all times permit the State, its agents, officers, and employees to visit the Project site and inspect the Work, including shops where the work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel. When the Contract Documents require a portion of the Work to be tested, such portion of the work shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when the work is ready for inspection and testing and shall give written notice no fewer than two business days prior to the time of inspection. For inspections that require the State Fire Marshal's (SFM) presence, the Contractor shall provide the State's Inspector of Record (IOR) written notice where and when the work is ready for inspection no fewer than three business days prior to the time of inspection.

Should any work be covered without the required testing and approval, such work shall be uncovered and recovered at the Contractor's expense.

Delete Subparagraph 3.13.2 in its entirety and replace with the following Subparagraph 3.13.2.

3.13.2 If the State determines that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the State will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or approval by an entity acceptable to the State, and the Contractor shall give written notice to the State of where and when tests and inspections will be conducted no fewer than two business days prior to the time of the additional testing, inspection or approval so that the State may observe the procedures. For inspections that require the State Fire Marshal's (SFM) presence, the State's Inspector of Record (IOR) will make the necessary arrangements with the SFM. The Contractor shall provide a written notice no fewer than three business days prior to the time of inspection.

The State will bear the costs except as provided in Subparagraph 3.13.3.

### **Paragraph 3.25, CONTRACTOR REQUIRED NOTIFICATION OF CHANGES**

Delete Paragraph 3.25 in its entirety and replace with the following Paragraph 3.25

3.25      **CONTRACTOR REQUIRED NOTIFICATION OF CHANGES:** The Contractor shall notify the State's Representative in writing of any change to Contractor's name, status, or information including but not limited to:

1. Name
  - a. An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of Contractor's notification and legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
  - b. The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's change of name and subsequent amendment processing.
2. Address/Location
3. Federal Employer Identification Number (FEIN)
4. Type of Organization or Legal Status – including:
  - a. Corporate
  - b. Partnership
  - c. Individual/Sole-Ownership
  - d. Joint Venture
  - e. Limited Liability Company
  - f. DBA
5. Ownership
6. Officers or Key Personnel
7. License
8. Other (Bankruptcy, Etc.)

Contractor shall immediately provide an updated Standard Form 204 (IRS/FTB form) to the Architectural, Construction and Engineering Contracts Section within five (5) calendar days of any such relevant change.

The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's lack of proper or timely notice and documentation of a relevant change in status which impacts the State's ability to pay.

Contractor shall submit the firm's status change in writing including the Contract Number, Project Title and all necessary backup and legal documentation to support the status change to:

The State Department of General Services, Administration Division  
Office of Business and Acquisition Services, Contracts Services Section  
707 Third Street, Suite 2-300  
West Sacramento, CA 95605-2811

## **4. ARTICLE 4 – SUBCONTRACTORS**

### **Paragraph 4.2, SUBCONTRACTUAL RELATIONS**

Delete Paragraph 4.2.2 and replace it with the following Paragraph 4.2.2:

4.2.2 Subcontractor Payments: Subcontractors and Sub-subcontractors shall be paid for work performed in accordance with Public Contract Code Sections 10262 and 10262.5.

Delete Paragraph 4.3 and replace it with the following Paragraph 4.3

4.3 DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM: Pursuant to Public Contract Code (PCC) Section 10115 et. seq., the Contractor shall use, employ and utilize Disabled Veteran Business Enterprise (DVBE) subcontractors, sub-subcontractors or material suppliers who were listed in their bid documents for DVBE Program participation, to the full extent of the amount of money and/or percentage of commitment manifested in the bid documents. If the Contractor wishes to substitute any listed DVBE subcontractors, sub-subcontractors or material suppliers for just and legal cause, the Contractor shall follow the dictates of PCC Sections 4107 and 10115.12b, as well as Military and Veterans Code (M&VC) Section 999.5(e) and California Code of Regulations, Title 2, Section 1896.64. The DVBE may only be replaced by another DVBE and shall obtain the written authorization of the State prior to any such substitutions. The Contractor shall not unilaterally substitute a listed DVBE subcontractor, sub-subcontractor or material supplier. Failure of Contractor to seek substitution and adhere to the DVBE participation requirement identified in the bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC Section 999.9; PCC Sections 4110 and PCC Section 10115.10.

## 5. ARTICLE 7 – TIME

### Paragraph 7.2, CONTRACT TIME

Delete Subparagraph 7.2.1 and replace it with the following Subparagraph 7.2.1:

7.2.1 Time is of the Essence in this Contract. The Contractor shall complete all the Work of the Contract within the Contract Time of:

SEVEN HUNDRED AND TWENTY-ONE (721)

calendar days, starting on the Start Date stipulated in the Notice to Proceed, which the Contractor will receive not less than 5 days in advance.

### Paragraph 7.3, LIQUIDATED DAMAGES

Add the following Subparagraphs 7.3.1 and 7.3.2:

7.3.1 The Contractor shall pay to the State the sum of \$6000 per day for each and every calendar day delay in finishing of Work under this Contract beyond the Contract time.

7.3.2 If the Contractor is more than 14 calendar days behind schedule at any point during the Contract Time, based on the latest updated Official Progress Schedule, the State will withhold \$6000 per day for each and every day that the Contractor is behind schedule from the monthly payment for that month. If the Contractor recoups all or a portion of the delay during the next pay period, the amount withheld will be reduced accordingly.

## 6. ARTICLE 8 – PAYMENTS AND COMPLETION

### Paragraph 8.2, TIMELINESS OF PAYMENTS

Delete Paragraph 8.2.3 and replace it with following Paragraph 8.2.3:

#### SUPPLEMENTARY CONDITIONS

8.2.3 The State will make progress payments pursuant to Public Contract Code, Sections 10261 and 10261.5.

### **Paragraph 8.3, RETENTIONS**

Delete Subparagraph 8.3.1.2 and replace it with the following Subparagraph 8.3.1.2:

.2 The State shall retain 5 percent of the estimated value of Work completed.

### **Paragraph 8.5, OCCUPANCY BY THE STATE PRIOR TO COMPLETION OF THE WORK**

Delete Paragraph 8.5.1 and replace it with the following:

8.5.1 The State reserves the right to occupy all or any part of the Project prior to Completion of the Work, upon written notice. Such occupancy or use is herein referred to as Beneficial Occupancy. In this event, the Contractor shall be relieved of responsibility to the State for liability arising out of such occupancy by the State.

## **7. ARTICLE 11 – INSURANCE AND BONDS**

### **Paragraph 11.1, CONTRACTOR'S INSURANCE**

Delete Paragraph 11.1 and replace it with the following 11.1:

#### **11.1 CONTRACTOR'S INSURANCE**

##### **11.1.1 General Insurance Requirements:**

.1 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

.1 Contractor shall furnish the State with certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences.

.2 The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

.2 Insurance Companies shall be acceptable to Department of General Services (DGS) and Office of Risk and Insurance Management (ORIM). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to DGS, Office of Risk and Insurance Management. Exception may be made for the State Compensation Insurance Fund. If self-insured, review of financial information may be required.

.3 Except as otherwise provided for Builders Risk/Installation Floater under Clause 11.1.2.4, all coverage shall be in force until the Acceptance of the Work by the Director of DGS. If the insurance expires, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.

.4 Contractor is responsible to notify the State a minimum of five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage.

#### **SUPPLEMENTARY CONDITIONS**

- .5 Unless otherwise stated in the contract, the Contractor shall be responsible for any premium deductible or self-insured retention contained within the insurance.
- .6 All insurance policies required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- .7 In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to the remedies noted in Article 11.1.1.3 above and any other remedies it may have, remove the Contractor from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.  
In the event, the State elects to remove the Contractor from the work site, the Contractor will not be entitled to additional days or compensation.
- .8 Any insurance required to be carried shall be primary and not excess or contributory, to any other insurance carried by the State.
- .9 Any required endorsement requested by the State must be submitted with all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- .10 Minimum Scope of Insurance - Coverage shall be at least as broad as:
  - .1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). .2 Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "all owned, hired and non-owned".
- .11 All coverage and limits available to the contractor shall also be available and applicable to the State.
- .12 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- .13 With the exception of Builders Risk/Installation Floater, Contractor shall require and verify that all subcontractors maintain insurance coverage and limits meeting or exceeding all the requirements stated herein. Contractor shall ensure that the Department of General Services and the State of California, its officers, agents, and employees, as additional insured on insurance required from subcontractors but only insofar as the operations under the Contract are concerned. For Commercial General Liability coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The State reserves the right to require the Contractor to provide the subcontractors' insurance certificates and policies, when so directed by the State.

11.1.2 Insurance Requirements: The Contractor shall furnish to the State evidence of the required insurance as follows:

- .1 Commercial General Liability: The Contractor shall maintain commercial general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project or location", it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
  - .1 Additional Insured coverage shall be provided in the form of an insured endorsement as broad as the (CG 20 10 11 85) to the contractor's insurance policy. All coverage

SUPPLEMENTARY CONDITIONS

and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.

.2 Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the Department of General Services, its officers, agents, employees and servants or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

.2 Automobile Liability: The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor. The policy shall include the Department of General Services and The State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.

.3 Workers' Compensation: The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the contractor, its employees, agents and subcontractors. Except for State Fund certificates, all subrogation waiver endorsements shall be submitted on a separate form. The Contractor shall maintain Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

.4 Builders Risk/Installation Floater: The State shall insure all Work while in the course of construction, reconstruction, remodeling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under an All Risk Builders Risk/Installation Floater policy, including, but not limited to theft, fire and vandalism. The State will self-insure against Acts of God and natural disasters proclaimed by the State or Federal Government. The State will issue to the Contractor a "Summary of Coverage" provided under this Clause 11.1.2.4 Summary of Coverage and Certificate of Insurance will be provided to contractor as part of the executed contract.

.1 Contractor shall be responsible for paying a deductible not to exceed (to be determined on the certificate of insurance following project enrollment) per occurrence in the event of loss.

.2 The proceeds under the Builder's Risk/Installation Floater Insurance procured by the State will be payable to the State and Contractor as their respective interests, from time to time, may appear.

.3 State's Builders Risk/Installation Floater Insurance shall provide limited coverage for materials in transit and materials stored off-site, and full coverage for materials at the Project site; however, the Contractor is responsible for reviewing the "Summary of Coverage" and reporting values that exceed the limits provided within the Summary of Coverage. Notification to the State does not provide coverage. Value increases must be approved by the insurance carrier and contractor must have a Certificate of Insurance issued by the insurance carrier showing the increased values. Lacking confirmation from the State's insurance carrier that additional coverage was procured, Contractor will be responsible for damages in excess of the coverage limits provided within the Summary of Coverage.

.4 Nothing in this Clause 11.1.2.4 shall be construed to relieve the Contractor of Contractor's responsibilities referred to under Clause 11.1.1 and Clause 11.1.2.

.5 Insurance policies referred to in this Clause 11.1.2.4 shall provide the following:

#### SUPPLEMENTARY CONDITIONS

- .1 That the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by the Contractor.
- .2 That the Insurer waives the right of subrogation against the Contractor.

Add Clause 11.1.2.3 as follows:

- .7 Pollution Liability: The Contractor shall maintain, or shall cause the hazardous materials subcontractor(s) to maintain, Pollution Liability coverage for Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the hazardous material mitigation work, or related services to be performed.
  - .1 Coverage shall be provided for work performed on site as well as during handling and transport of hazardous materials.
  - .2 Limit of not less than \$2,000,000 per occurrence and shall be required.
  - .3 The Contractor, or the hazardous materials mitigation subcontractor(s), shall maintain this required Pollution Liability coverage during each single period, or multiple periods, of hazardous material mitigation work. This coverage may be effected in conjunction with the Contractor's General Liability coverage as long as coverage is provided for the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the scope of work or related services within this contract; a separate pollution limit of insurance is required. In cases where the Pollution Liability coverage is not required for the complete term of the Contract, the length of time, and periods of time, that this insurance coverage is required may be determined by the State in accordance with the commencement and cessation dates in the Contractor's Progress Schedule, as accepted by the State in writing. When timing, conditions, and/or the needs of the State warrant, the State reserves the right to set the term of the Pollution Insurance prior to execution of the contract.
    - .1 The Transporter of hazardous materials, whether the Contractor or a subcontractor shall produce to the State a Certificate of Liability Insurance for Pollution Liability Coverage mandated by law with a copy of the MCS-90.
    - .2 The MCS-90 Form is effected through the Transporters Automobile liability insurance carrier.
  - .4 The policy, whether obtained by the Contractor, or by the hazardous materials mitigation subcontractor(s), shall include the Department of General Services and the State of California, its officers, agents, and employees as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
  - .5 The insurance certificate shall name the State of California, Department of General Services, as certificate holder.
  - .6 If there is change in the hazardous materials mitigation work, then the Pollution Insurance requirements affected by such change must be effected by an Amendment to the Contract.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS

## SECTION 01 10 00

### SUMMARY

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. Work required to be performed by the Contractor comprises:

1. **State of California Governor's Office of Emergency Services, Relocation of Red Mountain Communications Site Del Norte and Humboldt Counties** in conformity with the Drawings and Specifications hereinafter identified; including furnishing all material, labor, plant, tools, equipment, and services necessary therefore and incidental thereto, complete and ready for use, except as hereinafter otherwise provided.

##### 1.2 WORK NOT INCLUDED

A. Except for such auxiliary work as is shown or specified or is necessary as a part of the construction, the following work is NOT included in this Contract.

1. Work shown but marked "NIC" (Not in Contract). "BUA" (By Using Agency), or otherwise designated to be done by others.

##### 1.3 PROJECT INFORMATION

A. Project Location: Various, Del Norte and Humboldt Counties, Ca

1. Alder Camp: LAT 41.4990 N, LONG 124.05994 W, 2.4 Miles Southwest of Klamath
2. Big Lagoon: LAT 41.1710 N, LONG 124.0624 W, 7.9 Miles South of Orick
3. Rattlesnake Peak: LAT 41.6235 N, LONG 123.9495 W, 8.2 Miles Northeast of Klamath

B. Project Identification: State of California Governor's Office of Emergency Services, Relocation of Red Mountain Communications Site, Project # DGS000000136825.

C. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.

1. See Sections 01 31 00 "Project Management and Coordination" and 01 31 25 "Web-based Project Management System" for requirements for using web-based project software.

##### 1.4 SPECIFICATIONS

A. The Specifications are those bound in the Project Manual **in Books I, II, III, IV and V** and enumerated in the Table of Contents. The General Conditions of the Contract for Construction, Supplementary Conditions, and Division 01 of the Specifications apply to all Work of this Contract.

## 1.5 DRAWINGS

- A. The Drawings consist of Drawing Sheets as listed in Document 00 01 15 of Project Manual.

## 1.6 CONTRACTOR'S SET OF DRAWINGS AND PROJECT MANUALS

- A. State Furnished Drawings and Project Manuals: Upon award of Contract, the State will provide Drawings and Project Manuals upon Contractor's request as follows:
  1. Electronic Files in PDF format.
  2. Drawings: 4 sets of each site.
  3. Project Manuals: 4 sets of each site.

- B. Additional Sets shall be the responsibility of the contractor.

## 1.7 PHASED CONSTRUCTION

- A. The Work of this Contract shall be executed as a single phase.
- B. The Contractor shall schedule and sequence activities to complete the Work withing the Contract Time. The State requires that construction commence at the Rattlesnake Peak site, which must be completed ahead of the Alder Camp and Big Lagoon sites. This will allow the State and its contractors to begin the infrastructure and programming work necessary for initiating the transition of communications from the existing Red Mountain Site.
- C. The Contractor is permitted and encouraged to perform work concurrently at multiple sites to improve efficiency and ensure completion withing the Contract Time.
- D. The Contractor shall incorporate the required sequencing into the baseline schedule and reflect it in all schedule updates or any required recovery schedules.

## 1.8 OWNER-FURNISHED / CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. General State Responsibilities: State will furnish products indicated and perform the following, as applicable:
  1. Provide to Contractor State-reviewed Product Data, Shop Drawings, and Samples.
  2. Upon delivery, inspect, with Contractor present, delivered items.
    - a. If State-furnished products are damaged, defective, or missing, arrange for replacement.
  3. Obtain manufacturer's inspections, service, and warranties.
  4. Inform Contractor of earliest available delivery date for State-furnished products.
- B. Microwave State Responsibilities
  1. Microwave Dishes and Waveguide will be delivered to the site by the State.
  2. Microwave Radio equipment will be purchased and installed within the Vault by State CAPSNET contractor.
  3. Batteries, to be installed within the CFCI battery racks, will be purchased and installed by State CAPSNET contractor.

4. Microwave radio equipment will be turned on and programmed by State CAPSNET contractor.

C. VHF State Responsibilities

1. Antennas and Coax will be purchased and delivered to the site by the State for Contractor installation.
2. Batteries, to be installed within the CFCI battery racks, will be purchased and installed by the State.
3. VHF radio equipment will be turned on and programmed by the State.
4. Required Coax from lightening arrestor and vault racks shall be purchased and installed by the State.
5. Site vault transmitter combiner/receiver multi-coupler systems shall be purchased and installed by the State.

D. Vault State Responsibilities

1. MDF frames and blocks shall be purchased and installed buy the State once the site vault is accepted and turned over to the State.
2. Internal ground bus wiring shall be purchased and installed by the State once the site vault is accepted and turned over to the State.

E. General Contractor Responsibilities: The Work includes the following, as applicable:

1. Provide for **receipt** of State-furnished products.
2. Designate delivery dates of State-furnished products in Contractor's construction schedule, utilizing State-furnished earliest available delivery dates.
3. Review State-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for State-furnished products in the Work.
4. Receive, unload, handle, store, protect, and install State-furnished products.
5. Make building services connections for State-furnished products.
6. Protect State-furnished products from damage and theft during storage, handling, and installation and prior to Completion.
7. Provide secured storage facilities as required to protect equipment until installation.
8. Protect all State-furnished and installed equipment until site acceptance and project close out.
9. Repair or replace State-furnished products damaged following receipt.

F. Microwave Contractor Responsibilities

1. Microwave Dishes and waveguides installed by Contractor.
  - a. Microwave brackets as shown in plans shall be purchased and installed as part of the Microwave installation.
2. Microwave Dehydrators and manifolds shall be purchased and installed by Contractor.
3. Microwave Dehydrators and manifolds shall be connected to the waveguide and tested by the Contractor with State oversight.
4. Vault entry plates shall be purchased and installed by the Contractor.
5. Waveguide shall be routed through vault entry plates and terminated in the vault as required.
6. External ground bus items, including but not limited to tower bus bars, entry bus bars, and ground kits on Microwave dishes and waveguide shall be purchased and installed by Contractor.
7. Microwave Battery rack shall be purchased and installed by Contractor.

G. VHF Contractor Responsibilities

1. All antennas and coax shall be installed by the Contractor.

SUMMARY

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RESDMSTR: 3/31/2025

DGS000000136825

- a. Antenna brackets as shown in plans shall be purchased and installed as part of the antenna installation.
2. Vault entry plates shall be purchased and installed by the Contractor.
3. Coax shall be routed through vault entry plates and terminated in the vault as required.
4. External ground bus items, including but not limited to tower bus bars, entry bus bars, and ground kits on antenna and coax shall be purchased and installed by Contractor.
5. VHF Battery rack shall be purchased and installed by the Contractor.

H. Vault Contractor Responsibilities

1. Empty seismic rated racks and assemblies shall be purchased and installed by the Contractor.
  - a. Prior to ordering racks Contractor shall obtain Submittal approval and direction from the State in regard to delivery and installation.
2. Cable trays, as shown on plans, shall be purchased and installed by the Contractor.
3. Fire Rated Plywood, as shown on plans, shall be purchased and installed by the Contractor.

I. Owner-Furnished / Contractor-Installed (OFCI) Products:

1. Microwave dishes as shown in plans.
2. Waveguide for microwave installation.
3. VHF Antenna equipment as shown on plans.
4. Coaxial for Antenna installation as shown on plans.

1.9 SPECIAL SECURITY PROCEDURES

- A. Cooperate with the authorities and observe and comply with all regulations presently in force on facility grounds. Refer to Section 01 35 53.05, Security Procedures – Conservation Camps.
- B. Contractor shall cooperate with the property owner and State and shall observe and comply with all regulations presently in force on or in route to the project sites. Refer to section 01 31 00, Project Management and Coordination.
- C. After award of Contract, there will be a project start meeting, at which time security regulations will be reviewed with the Contractor and subcontractors.

1.10 INTERRUPTION OF SERVICES

- A. Make provisions to accomplish the work of this Contract without undue interference with facility operations. Interruptions to services for the purpose of making or breaking connection shall be made only after consultation with the State, minimum of one week in advance of connection break, and shall be at such time and of such duration as may be directed.
- B. In addition, existing electrical, mechanical and security lines disconnected for work of this Contract shall not remain disconnected for more than 4 hours. If electrical power cannot be restored within the 4-hour period, provide temporary electrical service to restore required electrical power at Contractor's expense.

## 1.11 SEQUENCE OF CONSTRUCTION OPERATIONS

- A. Before starting construction operations, confer with the State to review sequence of construction operations.
- B. Prepare schedules as set forth in Section 01 32 00 "Construction Progress Documentation".
- C. Coordinate erection of wall framing, wall panels, windows, partitions or other space enclosure with requirements of others for moving large pieces of equipment into building or into room to be enclosed. Consult with others as to the necessity for deferring erection of such enclosures and deliver to the State a schedule of such deferments and reasons therefore. Cost of deferring construction shall be borne by Contractor.

## 1.12 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction and landowners.
- B. On-Site Work Hours: Limit work to between **7:30** a.m. to **4:30** p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by State and authorities having jurisdiction.
  - 1. Weekend Hours and State Holidays: Work may be permitted if approval is received from the State at least 3 working days in advance.
  - 2. Early Morning Hours: Obtain approval from authorities having jurisdiction and landowners at least 3 working days in advance for restrictions on noisy work.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by the State or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
  - 1. Notify State's Representative not less than **two** days in advance of proposed utility interruptions.
  - 2. Obtain State's written permission before proceeding with utility interruptions.

## 1.13 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section. Contractor's use of Project site is limited by State's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways, parking areas, loading areas, and entrances keeping premises clear and available to the State, State's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - 1) If deliveries impact State's operations, request State's approval 48 hours prior to delivery.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- 2. Contractor is responsible for following all traffic and project access requirements as described in the contract documents. See Appendix A2 for additional information.

C. Site Conditions and Requirements

- 1. Contractor shall keep drainage facilities, walks and paved areas clean and free of mud and dirt, obstacles, etc. so that normal drainage and pedestrian and vehicular travel may be maintained.
- 2. Contractor must comply with all requirements and regulations set forth by the property owners for the sites leased by the State. This includes adhering to these requirements while traveling across properties to access the project site.

D. Excavations or Trenching for Underground Utilities

- 1. Time intervals between excavation or trenching and installation of conduit or piping or other work concerned, and backfilling operations shall be kept to absolute minimum.
- 2. Excavations or trenching crossing roadways, walks, or other traffic ways shall be provided with traffic bearing steel plate or wood planking temporary covers; as most suitable.
- 3. Contractor shall conduct operations on the basis that underground installation exist which are not indicated on the Contract Drawings. Refer to category "F" below.

E. De-Watering Excavations

- 1. Divert water from excavations. Do not use footing excavations for drainage trenches. Remove water from excavations by pumping as required.
- 2. Provide pumps, well points, piping, and hoses or a combination of these, as may be required, to keep excavations dry and carry the water off the site.
- 3. Continue de-watering operations until concrete and backfill are placed.

F. Protection of existing Structures and Utilities

- 1. Refer to the General Conditions of the contract for Contractor responsibilities.
- 2. Damage to the existing improvements caused by the Contractor's operations shall be repaired to restore damaged items to their original condition. Cost of such repair shall be borne entirely by the Contractor.
- 3. Drawing indicates existing structures, drainage lines, water, gas, electrical and other similar items and utilities that are known to the State.
- 4. Locate known existing structures and utilities before proceeding with the operations which may damage them. Maintain them in service, except as otherwise specified, provide protection and repair damage to them caused by the work at no increase in contract price.
- 5. Additional utilities whose locations are unknown to the State may exist. Contractors shall be alert to their existence. If encountered, immediately report to the State for direction.

G. Maintenance of Existing Landscape

- 1. Contractor shall return the grounds back to the State in a condition equal to or better than existed upon commencement of work.
- 2. Contractor shall make arrangements with the U.S. Forest Service for work on this project outside of the boundaries of the site, including obtaining required permits and abiding by requirements pertaining thereto.
- 3. Cost involved in conforming to the provisions of this Article, not otherwise provided for, shall be borne by the Contractor and no additional compensation will be allowed.

#### SUMMARY

H. Environmental and Cultural Resource Protection

1. The contractor is responsible for all protective measures as described in the contract documents. See Appendix A1 for additional information.

1.14 COORDINATION WITH OCCUPANTS

A. Partial State Occupancy: State will occupy the premises during the entire construction period, with the exception of areas under construction. Cooperate with State during construction operations to minimize conflicts and facilitate State usage. Perform the Work so as not to interfere with State's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from State and authorities having jurisdiction.
2. Provide not less than [48] <Insert number> hours' notice to State of activities that will affect State's operations.

B. Use only State approved designated areas for work operations or storage.

1.15 HAZARDOUS MATERIALS ANTICIPATED ON-SITE

A. It is anticipated that naturally occurring asbestos exist in the work area and may be encountered during execution of the work.

1.16 PUBLIC CONTRACT CODE – SPECIFIC PRODUCTS

A. Pursuant to Public Contract Code, Sections 3400 and 10129, the Department of General Services has made a finding that to retain essential communication functionality of the California Governor's Office of Emergency Services communication system including functional compatibility with California Public Safety Microwave Network and associate very high frequency (VHF) communication networks, the products listed in the construction plan documents shall be used exclusively.

PART 2 - PRODUCT (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 21 00

### ALLOWANCES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.
  - 5. Testing and inspecting allowances.

##### 1.2 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

##### 1.3 SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

##### 1.4 ALLOWANCE(S)

- A. Allowance shall include cost to Contractor of specific products and materials ordered by or selected by the State under allowance and shall include taxes, freight, delivery to, labor, and installation at Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, protection from damage, overhead and profit, other expenses required to complete the Work, and similar costs related to products and materials ordered by or selected by the State under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. The State will review and delineate allowance work with Contractor.

1.5 CONTRACTOR RESPONSIBILITY FOR ALLOWANCE ITEMS

- A. Make all arrangements for performance of allowance work.
- B. Submit to State certified copies of invoices, bills of sale or other documents authenticating costs incurred by Contractor for allowance items.

1.6 ADJUSTMENT OF COSTS

- A. Should net cost be more or less than specified amount of allowance, the Contract Sum will be adjusted accordingly by a Change Order in compliance with requirements of the Document 00 72 00 "General Conditions of the Contract for Construction".

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 Lump-Sum Allowance: Include the sum of \$140,000.00 for furnishing labor, equipment, services, transportation and material for unforeseen sites conditions including, but not limited to the removal of unseen boulders.

END OF SECTION

## SECTION 01 25 00

### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

##### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

##### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form that is acceptable to State.
  - 2. Documentation: Show compliance with requirements for substitutions per Article 3.12.10, Document 00 72 00 "General Conditions of the Contract for Construction", and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

- h. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

#### 1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 29 00

### PAYMENT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

##### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.

1. Coordinate line items in the Schedule of Values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Schedule of Values shall reflect activities as shown in the required cost loaded schedule.
3. Submit the Schedule of Values to State at earliest possible date, but no later than 14 days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
  - a. Project name and location.
  - b. State's Project number.
  - c. Contractor's name and address.
  - d. Date of submittal.
2. Arrange the Schedule of Values in tabular form, with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or division.
  - b. Description of the Work.
  - c. Change Orders (numbers) that affect value.
  - d. Dollar value, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
4. Allowances: Provide a separate line item in the schedule of values for each allowance.
5. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.

### PAYMENT PROCEDURES

6. Schedule of Values Revisions: Revise the Schedule of Values when Change Orders result in a change in the Contract Sum. Include at least one separate line item for each Change Order.
7. Multiple sites under One Contract: Schedule of Values shall include all related activities, on- and off-site, under the scope of this contract. Provide a breakdown of the Contract Sum as it relates to each Project site. Total sum shall equal total value as listed on the Document 00 41 00 "Bid Form" for the total contract value.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments.
- B. Payment Application Times: The date for each progress payment shall be established by the State. The period covered by each Application for Payment is one month.
  1. Submit draft copy of Application for Payment three days prior to due date for review by State Construction Supervisor/Inspector.
  2. State Construction Supervisor/Inspector will review the draft with the Contractor to verify requested payment percentages.
  3. Submit Application for Payment upon approval by the State Construction Supervisor/Inspector.
- C. Application for Payment Forms: Submit forms for approval with initial submittal of schedule of values.
- D. Application Preparation: Complete every entry on form. State will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders issued before last day of construction period covered by application.
- E. Partial payment for "mobilization" shall be made in percentages as follows (less retainage):

Contract Amount Completed	Payment for Mobilization
5 %	50% of amount bid for mobilization, or 5% of original Contract amount, whichever is lesser.
10%	75% of amount bid for mobilization, or 7.5% of original Contract amount, whichever is lesser.
20%	95% of amount bid for mobilization, or 9.5% of original Contract amount, whichever is lesser.
50%	100% of amount bid for mobilization, or 10% of original Contract amount, whichever is lesser.

  1. Upon completion of all Work on the Project, payment of any amount bid for mobilization in excess of 10% of the original Contract amount will be paid.

### PAYMENT PROCEDURES

F. Project Record Drawings: Prior to each Application for Payment review, update Project Record Documents as required by Section 01 77 00 "Closeout Procedures" and submit for the State's review and approval. Monthly Applications for Payment will not be processed without review and approval of Project Record Drawings by the State.

G. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored subject to or under the control of the State, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to State, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
  - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
  - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
  - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

H. Transmittal: Submit Application for Payment signed by the Contractor and State Construction Supervisor/Inspector to the State.

1. Submit with each Application for Payment such evidence as may be necessary to demonstrate costs incurred or estimated to be incurred in accordance with the Schedule of Values during such month and the percentage of completion of each category of Work.
2. Submit with each Application for Payment certified payroll records for each Contractor's and Subcontractor's employee per Document 00 72 00 "General Conditions of the Contract for Construction." Copies of the monthly payroll shall be sent directly to the Department of Industrial Relations in the current prescribed electronic format with evidence of such submission provided with each Application for Payment to the State.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Schedule of values.
2. Contractor's construction schedule (preliminary if not final).
3. Key Personnel Names List.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements in accordance with Section 01 77 00 "Closeout Procedures."
2. Certification of completion of final punch list items.
3. Warranty certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Evidence that disputes have been settled.

#### PAYMENT PROCEDURES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PAYMENT PROCEDURES  
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## SECTION 01 31 00

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:

1. General coordination procedures.
2. Requests for Information (RFIs).
3. Digital project management procedures.
4. Web-based Project management software package.
5. Project meetings.

##### 1.2 SUBMITTALS

A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals, and their duties and responsibilities, list telephone numbers, and e-mail addresses. Provide names, e-mail addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project. Keep list current at all times.

##### 1.3 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Subletting and Subcontracting Responsibilities: Refer to Document 00 72 00 "General Conditions of the Contract for Construction", Article 4.
2. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
4. Coordinate the Work with related work being done by the State and other contractors operating in the area. This coordination shall include reasonable adjustments of schedule in order to allow other contractors or State to do their work. Make provisions for accommodating items installed by the State or under separate contracts.
5. Make adequate provisions to accommodate items scheduled for later installation.
6. Carefully examine Drawings relating to entire work with actual conditions so that Work will be accommodated in spaces provided. General arrangement and location of elements of various systems is shown on the Drawings or specified. Final locations, levels, etc., shall be governed by actual material size used, by building conditions encountered, and by work of all trades. Space conflicts and interferences shall be resolved before work is installed.

- B. Site Examination: Visit the site prior to commencement of the Work and get familiar with existing conditions. Be prepared to carry out the Work within existing limitations.
  - 1. Inspect and take responsibility for previously prepared or installed work of other contractors before applying subsequent materials or finishes. If work is in unsatisfactory condition, notify the State. Do not proceed until defective work has been corrected.
- C. Condition of Work in Place: Inspect and take responsibility for prepared or installed work by subcontractors before applying subsequent materials or finishes. If work is in unsatisfactory condition do not proceed until defective work has been corrected.
- D. Work Layout
  - 1. Property lines, location ties, and elevations of components of the Project to be built under this Contract are shown on the Drawings. Grade elevations shown for various parts of the Work are taken from a benchmark shown on the Drawings, or if not shown, will be designated by the State. In case of conflict therein, notify the State in writing before starting work.
  - 2. Layout the Work and furnish surveys required for alignment and elevations of the Work. Furnish necessary lines, levels, locations, measurements and markers for all the Work and be responsible for their accuracy.
  - 3. On building structures, layout on forms, walls, floors, and columns, the exact location of partitions as guide to all trades.
- E. Allowable Entrance: Contractor, subcontractors, their employees, suppliers and delivery persons shall enter and exit property via designated entrance.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Pay Applications submittal including schedule and as-built updates and Inspector of Record Review.
  - 6. Progress meetings.
  - 7. Preinstallation conferences.
  - 8. Project closeout activities.
  - 9. Startup and adjustment of systems.

#### 1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. State will return without response those RFIs submitted to State by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. State's Representative name.
3. State's Project number.
4. Date.
5. Name of Contractor.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Form bound in Project Manual or software-generated form with substantially the same content as indicated above, acceptable to the State.

1. Attachments shall be electronic files in PDF format.

D. State's Action: State will review each RFI, determine action required, and respond.

1. The following Contractor-generated RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for approval of Contractor's means and methods.
  - d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of State's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
2. State's action may include a request for additional information, in which case State's time for response will date from time of receipt by State of additional information.
3. State's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Document 00 72 00 "General Conditions of the Contract for Construction".

## 1.5 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Use of State's Digital Data Files: Upon request and if available, digital data files of State's CAD drawings will be provided by State for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.

2. State makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Contractor shall execute a data release agreement in the form provided by the State upon request.

B. Web-Based Project Management Software Package: Use State's web-based Project management software package for purposes of hosting and managing Project communication and documentation until Acceptance of the Work.

1. Web-based project management software includes, at a minimum, the following features:
  - a. Compilation of Project data, including Contractor, subcontractors, State, State's consultants, and other entities involved in Project. Include names of individuals and contact information.
  - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
  - c. Document workflow planning, allowing customization of workflow between project entities.
  - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, Requests for Information, Submittals, Additional Detailed Instructions, Potential Changer Orders (PCO's), Inspection requests, and executed Change Orders.
  - e. Track status of each Project communication in real time, and log time and date when responses are provided.
  - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
  - g. Processing and tracking of payment applications.
  - h. Processing and tracking of contract modifications.
  - i. Creating and distributing meeting minutes.
  - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
  - k. Management of construction progress photographs.
  - l. Mobile device compatibility, including smartphones and tablets.

## 1.6 PROJECT MEETINGS

A. General: State/Construction Manager will schedule and conduct, unless otherwise indicated, meetings and conferences at Project site.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify State of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
2. Agenda: Entity responsible for conducting meeting will prepare the meeting agenda, and distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, within three days of the meeting.
4. Web based meetings (Microsoft Teams, Zoom, etc) shall be utilized to allow participation from offsite resources.

B. Preconstruction Conference: State will schedule and conduct a preconstruction conference before starting construction, at a time convenient to State, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of State/Construction Manager, Architect or Engineer, and their consultants, State Construction Supervisor/Inspector; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including but not limited to the following:
  - a. Responsibilities and personnel assignments.
  - b. Tentative construction schedule.
  - c. Phasing.
  - d. Critical work sequencing and long lead items.
  - e. Lines of communications.
  - f. Use of web-based Project software.
  - g. Procedures for processing field decisions and Change Orders.
  - h. Procedures for RFIs.
  - i. Procedures for Quality Assurance / Quality Control (testing and inspecting).
  - j. Procedures for processing Applications for Payment.
  - k. Distribution of the Contract Documents.
  - l. Submittal procedures.
  - m. Sustainable design requirements including commissioning.
  - n. Preparation of Record Documents.
  - o. Use of the premises[ **and existing building**].
  - p. Allowable entrance.
  - q. Work restrictions.
  - r. Working hours.
  - s. State's occupancy requirements.
  - t. Installation of temporary facilities and controls.
  - u. Storm Water Pollution Control.
  - v. Procedures for disruptions and shutdowns.
  - w. Construction waste management and recycling.
  - x. Parking availability.
  - y. Office, work, and storage areas.
  - z. Equipment deliveries and priorities.
  - aa. Safety.
  - bb. Security.
  - cc. Progress cleaning.
3. Minutes: Entity responsible for conducting the meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise State of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. Contract Documents.
  - b. Options.

#### PROJECT MANAGEMENT AND COORDINATION

- c. Related RFIs.
- d. Related Change Orders.
- e. Purchases.
- f. Deliveries.
- g. Submittals.
- h. Review of mockups.
- i. Possible conflicts.
- j. Compatibility requirements.
- k. Time schedules.
- l. Weather limitations.
- m. Manufacturer's written instructions.
- n. Warranty requirements.
- o. Compatibility of materials.
- p. Acceptability of substrates.
- q. Temporary facilities and controls.
- r. Space and access limitations.
- s. Regulations of authorities having jurisdiction.
- t. Testing and inspecting requirements.
- u. Installation procedures.
- v. Coordination with other work.
- w. Required performance results.
- x. Protection of adjacent work.
- y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: State will schedule and conduct a project closeout conference no later than 30 days prior to the scheduled date of Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of State, Construction Manager, Architect or Engineer, and their consultants; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
  - a. Preparation of Record Documents.
  - b. Procedures required prior to inspection for Completion and for final inspection for acceptance.
  - c. Procedures for completing and archiving web-based Project software site data files.
  - d. Requirements for preparing operations and maintenance data.
  - e. Submittal of written warranties.
  - f. Requirements for completing sustainable design and commissioning documentation.
  - g. Requirements for delivery of material samples, attic stock, and spare parts.
  - h. Requirements for demonstration and training.
  - i. Preparation of Contractor's punch list.

- j. Procedures for processing Applications for Payment at Completion and for final payment.
- k. Submittal procedures.
- l. State's Occupancy requirements.
- m. Installation of State's furniture, fixtures, and equipment.
- n. Removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: State/Construction Manager will conduct progress meetings at weekly intervals. Scheduled for progress meetings can be altered based on activity onsite and coordinated accordingly.

- 1. Attendees: In addition to representatives of State, Construction Manager, and Architect or Engineer, each contractor, subcontractor, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting.
    - 1) Review schedule for next period.
  - b. Review present and future needs, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Safety.
    - 4) Status of submittals.
    - 5) Status of sustainable design documentation and commissioning.
    - 6) Deliveries.
    - 7) Off-site fabrication.
    - 8) Access.
    - 9) Site use.
    - 10) Temporary facilities and controls.
    - 11) Storm Water Pollution Control.
    - 12) Progress cleaning.
    - 13) Quality Assurance / Quality Control (testing and inspection).
    - 14) Status of correction of deficient items.
    - 15) Field observations.
    - 16) Status of RFIs.
    - 17) Status of Changes in the Work.
    - 18) Payment requests.
- 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Issue revised Contractor's construction schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 31 25

### WEB-BASED PROJECT MANAGEMENT SYSTEM

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Administrative and procedural requirements for the use of State's web-based project management software system for purposes of hosting and managing Project communication and documentation until Acceptance of the Work.
- B. Use of this web-based project management system will not change any contractual responsibilities of the construction team members.

##### 1.2 DEFINITIONS

- A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers status prompts to identified Users.
- B. Users: Authorized participants of this Project furnished with a unique password and authorized to access the system to view/input/export data. State, Construction Manager (as applicable), Architect or Engineer, and the Contractors are all Users. Other Users may be added as necessary.
- C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

##### 1.3 SOFTWARE AND HARDWARE REQUIREMENTS

- A. Each User shall provide and maintain a computer with high-speed internet access and an email address.
- B. License(s) to Use System: State will provide licenses to use the system for this Project.

##### 1.4 USE OF SYSTEM

- A. Use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
  1. The State will **NOT** accept faxed, emailed, and/or handwritten documentation of Requests for Information, Sketches, Drawings, and/or Submittals.
- B. Use of the system will be mandatory by the Contractor to send, retrieve, and respond to data.

- C. The State will provide each Project team member with an invitation to web-based project management system, and the supporting documentation of each Project team member's responsibility and how to operate within web-based project management system.
  - 1. The State will administer User accounts for this Project.

- D. Official Records:

- 1. Documentation and records uploaded and maintained in web-based project management system will be the "Official Records" for the Project and the sole property of the State.

## 1.5 SUBMITTALS

- A. Submit to the State the contact information, including email address, of the Contractor's key personnel that will administer the system on behalf of the Contractor.

## 1.6 QUALITY ASSURANCE

- A. A four-hour initial training session in the use of software for this Project will be offered by the State at a location convenient to the Project site. Instructional guides will be provided for the most common tasks.

- 1. Attendees shall have sufficient computer skills and previous experience with web-based project management software systems.

- B. Web-based support is available at Aconex Support Central site ([help.aconex.com](http://help.aconex.com)).

- C. Acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

- D. Contractor shall be solely responsible for:

- 1. Training its staff on how to use the Aconex beyond the training provided by the State at no additional costs to the contract.
  - 2. Validity of their information placed in Aconex.
  - 3. Scanning of documents as necessary for the electronic submittal and attachment of necessary information related to Contractor's supporting documentation.

## 1.7 SYSTEM DESCRIPTION

- A. The web-based project management system is Aconex ([www.aconex.com](http://www.aconex.com)) and is updated monthly.

- 1. Access into the various applications within Aconex will be role based.
  - 2. The following Aconex applications shall be made available to the Project team:

- a. Tasks.
    - b. Documents.
    - c. Workflows.
    - d. Mail.
    - e. Cost.

B. Web-based project management system includes, at a minimum, the following features:

1. Compilation of Project data, including Contractor, subcontractors, State, State's consultants, and other entities involved in Project. Include names of individuals and contact information.
2. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
3. Document workflow planning, allowing customization of workflow between Project entities.
4. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, Requests for Information, Submittals, Additional Detailed Instructions, and Change Orders.
5. Track status of each Project communication in real time, and log time and date when responses are provided.
6. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
7. Processing and tracking of payment applications.
8. Processing and tracking of contract modifications.
9. Creating and distributing meeting minutes.
10. Document management including revision control.
11. Management of construction progress photographs.
12. Mobile device compatibility, including smartphones and tablets.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 RESPONSIBILITIES**

- A. All documents submitted shall be in PDF file format unless otherwise requested.
- B. The following documents shall be managed inside the system:
  1. Correspondence, using Mail module.
  2. RFIs
  3. Submittals
    - a. Placeholders
    - b. Request for Substitutions
  4. Financials
    - a. Contract
    - b. Payment Applications
    - c. Change Events and Change Orders
  5. Schedules including but not limited to:
    - a. Baseline
    - b. Monthly Progress
    - c. Recovery
    - d. Short Interval

6. Addenda
7. Specifications
8. Drawings, including ADI.
9. Reference Documents
10. Daily Reports
11. SWPPP
12. Inspection Reports (including Special Inspections)
13. Punchlists
14. Meeting Minutes
15. Regulatory Agency's Permits
16. Photographs
17. Closeout Documentation

### 3.2 QUALITY CONTROL

- A. Contractor is responsible for its own connectivity to the Internet. The State will not be liable for any delays associated from the usage of Aconex including, but not limited to slow response time, down time periods, connectivity problems, or loss of information. Under no circumstances shall the usage of the Aconex be grounds for a time extension or cost adjustment to the contract.
- B. The document control system shall be available for Contractor use at all times unless system maintenance (i.e., backups, upgrades, etc.) is being performed. System maintenance will generally be limited to non-core business hours. In the event a Contractor's authorized user cannot access the control system, the Contractor shall notify the State. In the event the control system becomes unavailable during normal business hours for an extended period, the Contractor may issue correspondence requiring immediate attention by the State in hard copy format. The hard copy correspondence must be entered into Aconex immediately upon becoming available again. Inability by the Contractor to gain access to the Aconex for any reason shall not be grounds for claim.

END OF SECTION

SECTION 01 32 00  
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Construction Schedule.
3. Short Interval Schedule.
4. Recovery Schedule.
5. Construction schedule updating reports.
6. Daily construction reports.
7. Unusual event reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

### 1.3 SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file in computer scheduling software native file format.
2. PDF file.
3. Three paper copies of sufficient size to display entire period or schedule, as required.

B. Startup construction schedule.

1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
3. Total Float Report: List of activities sorted in ascending order of total float.
4. Projected Monthly Payment Requests Report: List of Contractor's monthly planned billings from the Notice to Proceed until Completion of the Work.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Short Interval Schedule: Submit at weekly intervals.

H. Daily Construction Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Unusual Event Reports: Submit at time of unusual event.

### 1.4 QUALITY ASSURANCE

A. Scheduling Conference: State may conduct conference at Project site to review methods and procedures related to the Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including, but not limited to, phasing work, stages, area separations, interim milestones and beneficial occupancy.
4. Review delivery dates for State-furnished products.
5. Review submittal requirements and procedures.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for Project closeout and State startup procedures, including commissioning activities.
9. Review list of construction activities to be included in schedule.
10. Review procedures for updating schedule.

## 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  - 1. Use Microsoft Project or Primavera for current Windows operating system.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Completion of the Work.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 21 days.
  - 2. Indicate start and completion dates for the following as applicable:
    - a. Securing of approvals and permits required for performance of the Work.
    - b. Temporary facilities.
    - c. Construction of mock-ups, prototypes and samples.
    - d. State interfaces and furnishing of items, if any.
    - e. Regulatory agency approvals.
    - f. Punch list.
  - 3. Procurement Activities: Include procurement process activities for the long lead-time items and major items as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 4. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  - 5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  - 6. Commissioning Time: Include no fewer than 15 days for commissioning.
  - 7. Punch List and Completion: Include not more than 30 days for completion of punch list items and Completion. No activities other than Startup, Testing and/or Commissioning shall be scheduled during this period.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by State: Include a separate activity for each portion of the Work performed by State.
3. Owner-Furnished Products: Include a separate activity for each product.
4. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Beneficial occupancy before Completion.
  - e. Use-of-premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Completion.

E. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Completion percentage for each activity.

F. Distribution of Approved Copies:

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made post in the same locations.

## 1.6 SHORT INTERVAL SCHEDULE

A. Short Interval Scheduling (SIS) shall be used throughout onsite construction activity. Interval shall be a 3-week projection and shall include week submitted and two weeks thereafter. It shall contain sufficient detail to evaluate daily milestones and manpower/equipment loading and shall identify/tie into monthly updated Schedule.

## 1.7 RECOVERY SCHEDULE

A. When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days,

crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

B. Upon acceptance by the State, incorporate Recovery Schedule into Contractor's Construction Schedule.

#### 1.8 DAILY REPORTS

A. A contractor shall submit daily activity reports to the State for each Workday, including weekends and holidays when worked. The reports shall be submitted or shared via web-based management system.

B. Contractor may use Contractor's own report form, provided it is approved by the State and contains adequate information concerning daily labor and activities.

#### 1.9 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within 10 days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

#### 1.10 CPM SCHEDULE REQUIREMENTS

A. Prepare network diagrams using AON (activity-on-node) format.

B. CPM Schedule: Prepare Contractor's Construction Schedule using a cost-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 45 days after date established for the Notice to Proceed.
  - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
2. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.
2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Cost-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities.
  - a. Each activity cost shall reflect an appropriate value subject to approval by State.
  - b. Total cost assigned to activities shall equal the total Contract Sum.

D. Contract Modifications:

1. For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
2. The State shall have no obligation to consider time extension request unless requirements of Contract Documents are complied with; the State shall not be responsible or liable to Contractor for constructive acceleration due to failure of the State to grant time extensions under the Contract Documents, should Contractor fail to comply with submission requirements and justification requirements of this Contract for time extension requests. Contractor's failure to perform in accordance with Schedule shall not be excused because Contractor has submitted time extension requests, until and unless such requests are approved by the State.

E. Initial Issue of Schedule: Prepare network diagram(s) from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Dollar value of activity (coordinated with the schedule of values).
10. Cash flow report calculated by early start, late start and indicating actual progress.

F. Optional Schedule Reports: In addition to the above reports, the State may request, from month-to-month, any of the following reports:

1. Total float from least to most.
2. Activities by early start.
3. Activities by late start.
4. Activities grouped by subcontractors or selected trades.
5. Activities with scheduled early start dates in a given time frame (i.e. 30- or 60-day outlook).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

## 1.11 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. Approximate count of personnel at Project site.
  - 3. Equipment at Project site.
  - 4. Material deliveries.
  - 5. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 6. Testing and inspection.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events.
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Services connected and disconnected.
  - 15. Equipment or system tests and startups.
- B. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise State in advance when these events are known or predictable.
  - 1. Submit unusual event reports directly to State within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

## 1.12 PAYMENTS WITHHELD

- A. Progress Payments may be withheld in whole or in part should Contractor fail to comply with requirements of this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 32 33

### PHOTOGRAPHIC DOCUMENTATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Concealed Work photographs.
3. Periodic construction photographs.
4. Final Completion construction photographs.
5. Preconstruction video recordings.
6. Periodic construction video recordings.
7. Construction webcam.

##### 1.2 SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each **[photograph] [and] [video recording]**. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within seven days of taking photographs.

1. Submit photos thumb-drive or by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description **[in file metadata tag]**
  - a. Name and number of Project.
  - b. Date photograph was taken.
  - c. Description of location, vantage point, and direction.
  - d. Unique sequential identifier keyed to accompanying key plan.

C. Video Recordings: Submit video recordings within seven days of recording.

1. Submit video recordings **[on CD-ROM or thumb drive] [by uploading to web-based Project management software site]**. Include copy of key plan indicating each video's location and direction.
2. Identification: With each submittal, provide the following information **[in file metadata tag] [on web-based Project management software site]**:
  - a. Name and number of Project.
  - b. Date video recording was recorded.
  - c. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - d. Unique sequential identifier keyed to accompanying key plan.

D. Time-Lapse Video: Submit time-lapse sequence video recordings within <Insert number> days of recording.

1. Submit time-lapse sequence video recordings monthly on thumb drive or by uploading to web-based Project management software site.
2. Identification: For each recording, provide the following information **in file metadata tag**:
  - a. Name and number of Project.
  - b. Date(s) and time(s) video recording was recorded.
  - c. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - d. Unique sequential identifier keyed to accompanying key plan.

#### 1.3 QUALITY ASSURANCE

A. Construction Webcam Service Provider: A firm specializing in providing photographic equipment, web-based software, and related services for construction projects, with a record of providing satisfactory services similar to those required for Project.

#### 1.4 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode. Provide supplemental lighting in low light levels or backlit conditions.

C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

D. Metadata: Record accurate date and time and GPS location data from camera.

E. File Names: Name media files with date, Project number [, **Project area**,] <Insert requirement> and sequential numbering suffix.

#### 1.5 CONSTRUCTION PHOTOGRAPHS

A. Photographer:

1. Engage Contractor's Project staff to take construction photographs.

B. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Preconstruction Photographs: Before commencement of the Work, and in the presence of the State's Representative, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by State.

1. Take 25 photographs at each site to show existing conditions adjacent to property before starting the Work.
2. Take 25 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:

1. Underground utilities.
2. Underslab services.
3. Piping.
4. Electrical conduit.
5. Waterproofing and weather-resistant barriers.
6. **<Insert description of Work>**.

E. Periodic Construction Photographs: Take 25 photographs minimum weekly. Following suggestions by State, select vantage points to show status of construction and progress since last photographs were taken.

F. Time-Lapse Sequence Construction Photographs: Take 25 photographs as indicated, to show status of construction and progress since last photographs were taken.

1. Frequency: Take photographs monthly, on the same date each month.
2. Vantage Points: Following suggestions by State and Contractor, photographer shall select vantage points. During each of the following construction phases, take not less than [two] **<Insert number>** of the required shots from same vantage point each time, to create a time-lapse sequence as follows:
  - a. Commencement of the Work, through completion of subgrade construction.
  - b. Above-grade structural framing.
  - c. Exterior building enclosure.
  - d. Interior Work, through date of Completion.

G. Final Completion Construction Photographs: Take **50** photographs minimum at each site after date of Completion for submission as Project Record Documents. State will inform photographer of desired vantage points.

## 1.6 CONSTRUCTION VIDEO RECORDINGS

A. Preconstruction Video Recording: Before starting **[excavation]** **[demolition]** **[construction]**, and in the presence of the State's Representative, record video recording of Project site and surrounding properties from different vantage points, as directed by State.

1. Show existing conditions adjacent to Project site before starting the Work.
2. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of excavation.
3. Show protection efforts by Contractor.

- B. Periodic Construction Video Recordings: Record video recording monthly. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be **10 minutes(s)**.
- C. Time-Lapse Sequence Construction Video Recordings: Record video recording to show status of construction and progress.
  - 1. Frequency: During each of the following construction phases, set up video recorder to automatically record one frame of video recording every five minutes, from same vantage point each time, to create a time-lapse sequence of 30 minutes in length as follows:
    - a. Commencement of the Work, through completion of subgrade construction.
    - b. Completion of foundation excavation
    - c. Completion of infrastructure for tower foundation pour
    - d. After Tower foundation Pour
    - e. Start of Tower erection
    - f. Completion of tower erection
    - g. Completion of construction
  - 2. Timer: Provide timer to automatically start and stop video recorder, so recording occurs only during **[daylight] [construction work]** hours.
  - 3. Vantage Points: Following suggestions by State and Contractor, photographer shall select vantage points.

## 1.7 CONSTRUCTION WEBCAM

- A. Webcam: Provide two, at minimum, fixed-location camera(s) at each site to provide coverage for the entire site with weatherproof housing, mounted to provide unobstructed view of construction site from location approved by State, with the following characteristics:
  - 1. Remotely controllable view with mouse-click user navigation for horizontal pan, vertical tilt, and optical zoom of 500 percent minimum.
  - 2. Capable of producing minimum 8-megapixel images.
  - 3. Provide pole mount, power supply, active high-speed data connection to service provider's network, and static public IP address for each camera.
- B. Live Streaming Images: Provide web-accessible image of current site image, updated at five-minute intervals.
- C. Web-Based Interface: Provide online interface to allow viewing of each high-definition digital still image captured and stored during construction, from the Internet.
  - 1. Access Control: Provide password-protected access for Project team administered by Contractor, providing current image access and archival image access by date and time, with images downloadable to viewer's device.
  - 2. Software: Provide responsive software interface for use on computer, tablet, and mobile screens with accompanying iPhone/iPad app and Android apps.
  - 3. Storage: Maintain images on the website for reference during entire construction period, and for not less than 30 days after Completion. Provide sufficient memory on remote server to store all Project images.
  - 4. Online Interface: Provide website interface with Project and client information and logos, calendar-based navigation interface for selecting images, and pan and zoom capability within high-definition images.

## PHOTOGRAPHIC DOCUMENTATION

5. Forward and Reverse: Provide capability to browse through images, moving forward and backward in time by individual image and by day.
6. Slideshow: Provide capability to automatically display current images from sites when there are three or more cameras used.
7. Time-Lapse: Provide capability for online display of project time-lapse.
8. Dashboard: Provide capability to view thumbnails of all cameras on one screen.
9. Weather: Provide corresponding weather data for each image captured.
10. Provide public viewer open access to most recent Project camera image.

D. Maintain cameras and web-based access in good working order, according to web-based construction photographic documentation service provider's written instructions until Completion. Provide for service of cameras and related networking devices and software.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 33 00

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

##### 1.2 DEFINITIONS

###### A. Submittals: Written and graphic information and physical samples that require State's responsive action. Submittals are those submittals indicated in individual Specification Sections. Submittals may be rejected for not complying with requirements.

##### 1.3 SUBMITTAL SCHEDULE

###### A. Submittal Schedule: Submit a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by State and additional time for handling and reviewing submittals required by those corrections.

1. Schedule submissions during the first 60 days after a date established for the Notice to Proceed and at least 21 days before dates reviewed submittals will be needed and within the time periods specified below.
  - a. Items needed in initial stages of Work or requiring long lead-time for ordering: 30 days.
2. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
3. Initial Submittal Schedule: Submit within 10 days of date established for the Notice to Proceed. Include submittals required during the first 90 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
4. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
5. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Description of the Work covered.

### SUBMITTAL PROCEDURES

- d. Scheduled date for State's final release or approval.
- e. Scheduled dates for purchasing.
- f. Scheduled dates for installation.

## 1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Contractor.
  - 4. Name of firm or entity that prepared submittal.
  - 5. Unique submittal number, including revision identifier.
  - 6. Submittal purpose and description.
  - 7. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 8. Drawing number and detail references, as appropriate.
  - 9. Indication of full or partial submittal.
  - 10. Location(s) where product is to be installed, as appropriate.
  - 11. Other necessary identification.
  - 12. Remarks.
  - 13. Signature of transmitter.
- B. Options: Identify options requiring selection by State.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by State on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
  - 1. Materials requiring a physical sample shall be submitted separately and labeled accordingly.
- E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

## 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package and transmit to State by sending via email. Include PDF transmittal form. Include information in email subject line as requested by State.
    - a. State will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
  - 2. Web-Based Project Management Software (Optional): Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

### SUBMITTAL PROCEDURES

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
  - a. State reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on State's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 21 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. State will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 21 days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from State's action stamp.

E. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from State's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
  - a. Manufacturer's catalog cuts.
  - b. Manufacturer's product specifications.
  - c. Standard color charts.
  - d. Statement of compliance with specified referenced standards.
  - e. Testing by recognized testing agency.
  - f. Application of testing agency labels and seals.
  - g. Notation of coordination requirements.
  - h. Availability and delivery time information.

## SUBMITTAL PROCEDURES

4. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams that show factory-installed wiring.
  - b. Printed performance curves.
  - c. Operational range diagrams.
  - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
  - a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
  - a. Six opaque copies of each submittal. State will retain four copies; remainder will be returned.

C. Samples: Submit physical samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Where size of Samples is not specified, Samples should be of sufficient size and quantity to clearly illustrate functional characteristics of product or material, with integrally related parts and attachment devices.
3. Identification: Permanently attach label on unexposed side of Samples that includes the following:
  - a. Project name and submittal number.
  - b. Generic description of Sample.
  - c. Product name and name of manufacturer.
  - d. Sample source.
  - e. Number and title of applicable Specification Section.
  - f. Specification paragraph number and generic name of each item.
4. Email Transmittal: Provide PDF transmittal to accompany Samples. Include digital image file illustrating Sample characteristics and identification information for record.
5. Web-Based Project Management Software (optional): Prepare submittals to accompany Samples in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
6. Paper Transmittal: Include paper transmittal to accompany Samples, including complete submittal information indicated.

#### SUBMITTAL PROCEDURES

7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. State will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.

#### SUBMITTAL PROCEDURES

5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

## 1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to State.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional licensed to practice in the State of California, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

## SUBMITTAL PROCEDURES

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## 1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to State.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  1. State will not review submittals received from Contractor that do not have Contractor's review and approval.

## 1.9 STATE'S REVIEW

- A. Submittals: State will review each submittal, indicate corrections or revisions required, and return.
  1. PDF Submittals: State will indicate, via markup on each submittal, the appropriate action, as follows:
    - a. No Exception Taken: Where the submittal is marked "No Exception Taken," the Work covered by the submittal may proceed, provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
    - b. Exception, See Comments: Where the submittal is marked "Exception, See Comments," the Work covered by the submittal may proceed, provided it complies both with State's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
    - c. Revise and Resubmit: Where the submittal is marked "Revise and Resubmit," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to State's notations and corrections.
    - d. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
  2. Submittals by Web-Based Project Management Software (optional): State will indicate, on Project management software website, the appropriate action.
    - a. Actions taken by indication on Project management software website have the following meanings:
      - 1) No Exception Taken: Where the submittal is marked "No Exception Taken," the Work covered by the submittal may proceed, provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
      - 2) Exception, See Comments: Where the submittal is marked "Exception, See Comments," the Work covered by the submittal may proceed, provided it complies both with State's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.

## SUBMITTAL PROCEDURES

- 3) Revise and Resubmit: Where the submittal is marked "Revise and Resubmit," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to State's notations and corrections.
- 4) Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.

B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from State.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. State will return without review submittals received from sources other than Contractor.

E. Submittals not required by the Contract Documents will be returned by State without action.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 33 29.08

### BUY CLEAN CALIFORNIA ACT REQUIREMENTS

#### 1.01 SUMMARY

- A. Section includes general requirements and procedures for compliance with Buy Clean California Act (BCCA) per California Public Contract Code, Sections 3500-3505.
- B. Submit current facility-specific environmental product declaration for each eligible material proposed to be used on the Project.

#### 1.02 DEFINITIONS

- A. Global Warming Potential (GWP): Equivalent amount of carbon dioxide associated with the warming effect of a given quantity of a greenhouse gas produced when manufacturing a product.
- B. Environmental Product Declaration (EPD): Type III environmental impact label, as defined by the International Organization for Standardization (ISO) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity.
- C. Facility-specific EPD: Product EPD in which the environmental impacts are disclosed for a single manufacturer and single manufacturing facility. Companywide EPD may also be considered facility-specific if it discloses the GWP for each manufacturing facility separately.
- D. Eligible Materials: Any of the following:
  1. Carbon steel rebar.
    - a. Carbon steel bars: ASTM A615.
    - b. Low-alloy steel bars: ASTM A706.
    - c. Zinc-coated steel bars: ASTM A767.
    - d. Epoxy-coated steel bars: ASTM A775.
  2. Flat glass: Float or rolled glass that is clear or tinted, either installed by itself or as a part of a window assembly.
  3. Insulation.
  4. Structural steel.
    - a. Hot-rolled sections consisting of wide flange beams (W-shape and HP-shape used in structural applications), standard beams (S-shape), miscellaneous beams (M-shape), channels, angles, and tees.
    - b. Hollow structural sections with round, square, or rectangular cross-section.
    - c. Plate material.

## 1.03 REFERENCES

- A. California Department of General Services Buy Clean California Act Website:  
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>.

## 1.04 SUBMITTALS

- A. General: Buy Clean California Act submittals are required to be submitted along with other required submittal items for eligible materials as described in the Specifications.
  1. Do not incorporate these materials and products into the Work until the State has reviewed and accepted the submittals.
- B. Facility-specific Environmental Product Declaration: For each eligible material proposed to be used on the Project.
  1. Facility-specific EPDs must comply with ISO 14025 and applicable Product Category Rules (PCR) located on the California Department of General Services Buy Clean California Act website.
  2. Global Warming Potential (GWP) of each eligible material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the California Department of General Services.
    - a. Maximum acceptable GWP limits for eligible materials are located on the California Department of General Services Buy Clean California Act website:  
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>.
- C. Eligible Materials Quantity and Cost Data: Prior to project closeout, provide statement indicating total quantity and costs for eligible materials used on the Project. Costs exclude labor, overhead, and profit. Include breakout of quantities and costs for each eligible material.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

END OF SECTION

**SECTION 01 35 16**  
**ALTERATION PROJECT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes special procedures for alteration work shown on Drawings and specified in Sections pertaining to crafts or trades involved.

**1.2 DEFINITIONS**

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- D. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by State.
- E. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- F. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- G. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- H. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- I. Retain: To keep existing items that are not to be removed or dismantled.
- K. Strip: To remove existing finish down to base material unless otherwise indicated.

**1.3 COORDINATION**

- A. Alteration Work: Coordinate sequence of alteration work activities to accommodate the following:
  - 1. State's continuing occupancy of portions of existing building.
    - a. Interference with or inconvenience to occupants shall be kept to a minimum.

**ALTERATION PROJECT PROCEDURES**

2. State's partial occupancy of completed Work.
3. Other known work in progress.
4. Tests and inspections.
5. Utility Services: Coordinate shutoff, capping, and continuation of utility services.
6. <Insert other requirements>

B. Pedestrian and Vehicular Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. [ **Access to restricted areas may not be obstructed.**] Plan and execute the Work accordingly.

#### 1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to State that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain State's property.

1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to State where directed at Project site.

#### 1.5 SUBMITTALS

A. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.

1. Submit itemized list of defects or damages, including items such as but not limited to, glass, window screens, drywall, salvage items, paving, walks.

#### 1.6 QUALITY ASSURANCE

A. Specialist Qualifications: An experienced firm regularly engaged in specialty work similar in nature, materials, design, and extent to alteration work as specified in each Section.

#### 1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to State.
4. Transport items to State's storage area [on-site] [indicated on Drawings] [at] <**Provide Off-site Storage Area Address**>.
5. Protect items from damage during transport and storage.

B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.

#### ALTERATION PROJECT PROCEDURES

2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by State, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Removed Items: Removed items and materials not of value to State and not reused in the Work shall be disposed of off premises at Contractor's expense.

E. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

F. Storage Space:

1. Arrange for off-site locations for storage and protection of salvaged material that cannot be stored and protected on-site.

## 1.8 FIELD CONDITIONS

A. Survey of Existing Conditions: Record existing conditions that affect the Work.

1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."

B. Work Layout: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination".

C. Discrepancies: Notify State of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

D. At completion of the Work, defects not noted on the itemized list or not verifiable from the Survey of Existing Conditions shall be corrected or replaced at no cost to the State.

## PART 2 - PRODUCTS - (Not Used)

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  - 3. Erect temporary barriers to form and maintain fire-egress routes.
  - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  - 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces. If indicated on Drawings, temporary dust-retarding partitions and barricades shall be built around work areas.
  - 6. Provide shoring, bracing, underpinning, and supports as necessary. Do not overload structural elements.
  - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
- B. Temporary Protection of Materials to Remain:
  - 1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
  - 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
  - 1. Notify State, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
  - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
  - 3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
  - 4. Provide temporary construction lighting and power, as required, in areas where Work is being performed when normal site power is disrupted.
- E. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- F. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

### ALTERATION PROJECT PROCEDURES

- G. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify State immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
  - 1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
  - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- H. Existing Roofing: Prior to the start of work in an area, install roofing protection to prevent damage to existing roofing system.

### 3.2 GENERAL ALTERATION WORK

- A. Replace, patch and finish in kind, adjacent surfaces or features displaced or disturbed in performance of alteration work. Broken and cut units shall be replaced with whole units.
- B. Except as otherwise shown or specified, join new work to existing work to match similar existing adjoining work. Prepare existing surfaces to receive new work.
- C. Materials and equipment shall be delivered, and rubbish removed, through passages designated by the State. Deliveries of materials and equipment to jobsite shall be made with a Contractor's representative present.
- D. Keep corridors and entrances for use of occupants, and reasonable access thereto, clear of building materials, refuse, and the like.

END OF SECTION

SECTION 01 35 53.05

SECURITY PROCEDURES - CONSERVATION CAMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Special requirements for California Department of Forestry and Fire Protection (CAL FIRE) conservation camps applicable to the Alder Conservation Camp site; hereinafter referred to as Camp. Security regulations include, but are not limited to, the given provisions in this Section.

1.2 DEFINITIONS

A. Construction Personnel: Any individual person, employed directly or indirectly by the Contractor to perform work or provide services in connection with the Work of this Contract.

1.3 SUBMITTALS

A. Submit a list of Construction Personnel who will be working on Project site, within 14 calendar days after execution of Contract. Provide 48 hours' notice of changes or additions in personnel as such changes or additions occur.

1. Listing shall include the following information:

- a. Full name, including middle name.
- b. Name of issuing state and number of driver's license or non-driver's identifications card.
- c. Date of birth.

B. Submit layout plan showing proposed location of any offices, employee parking, material storage, shop facilities, and other major work areas for acceptance prior to site mobilization.

1.4 FIELD CONDITIONS

A. General: Camp inmates occupy housing and work in the same general area as Contractor's work area. Access to site shall be as directed by State.

B. Confine work operations to the areas of work indicated on the Drawings. Material storage, shop facilities, and the like, shall be located as near to the working areas as Camp regulations permit. State will coordinate use of property areas with Contractor to ascertain that Contractor's needs are fulfilled to fullest extent possible within project constraints and Camp regulations.

C. Cooperate with Camp authorities, observe and comply with all regulations presently in force on Camp grounds, and do not cause interference with operations of existing Camp areas or completed areas which have been occupied by the State.

D. Utilities: Utilities shall not be interrupted except with approval of State. Provide 48 hour written notice prior to interruptions. Schedule interruptions to minimize duration and disruption to existing operations.

## 1.5 PERSONNEL

- A. Only Construction Personnel whose names have been submitted and reviewed by the State will be permitted on Camp Property.
- B. Contractor will be responsible for ensuring that its employees read and comply with Camp regulations.
- C. Contractor Identification: Develop a company identification card for Construction Personnel assigned to the Site. I.D. card shall list Contractor's name and address, employee's name, date of issue and shall be signed by authorized Contractor's representative, and individual personnel. I.D. card shall contain affixed minimum 1" x 1-1/2" full face photograph of personnel. Construction Personnel will not be permitted access to Site without this I.D. card.
- D. Construction Personnel will be required to show photo identification.
- E. Construction Personnel will be in the same vicinity of inmates at times. Camp Representative will advise Construction Personnel and inmates of standard procedures to maintain separation.
- F. No firearms, ammunition, narcotics, knives, drugs, intoxicants, handcuffs, or explosives will be allowed on the premises.
- G. Vehicle Security:
  - 1. All persons shall remove ignition keys from their vehicles when they are out of vehicle. Unattended vehicles shall be locked at all times.
  - 2. Contractor's equipment shall be rendered temporarily inoperative when not in use, by locking and/or other means.
- H. Responsible subcontractor personnel shall attend security briefing at Preconstruction Meeting.

## 1.6 SECURITY

- A. Occupied Facilities: State may begin occupancy of completed areas on day of completion and the following restrictions apply to all occupied areas. Occupied facilities are those facilities, existing or new, which have employee or inmate occupants.
  - 1. Construction personnel will not be permitted into any occupied area without prior approval and/or being always escorted by a Camp Representative.
  - 2. Personnel going into occupied areas must have both Contractor identification and valid California photo identification.
  - 3. Work conducted in occupied portions of Camp must be carefully coordinated with Camp Representative 48 hours in advance to allow scheduling of Camp escorts.
  - 4. Restrictions may be placed on quantity and type of tools and materials taken by Construction Personnel into occupied areas. Construction Personnel will be required to account for tools and materials taken into occupied areas every time Construction Personnel with Camp Representative depart for breaks, meals, or end of workday.

5. Occupied areas operate on a round-the-clock basis; conduct work at all times so as not to interrupt or disrupt the functioning of Camp operations. All work that will affect the operation of the Camp must be scheduled 48 hours in advance and be accepted by the State.
- B. Clear access for emergency vehicles shall be maintained at all times.
- C. If Camp officials deem it necessary to declare a "State of Emergency", work may be curtailed or terminated for the duration of said emergency. Contractor shall be aware that events of this nature are considered potentially everyday occurrences on project sites of this nature. Requests for additional compensation for occurrences of State of Emergency will not be considered.
- D. Inspection searches on the Project site may become necessary to maintain Camp security. Furnish keys to provide access to all locked areas or places on the Project site and for periodic fire prevention inspection. The Camp will not be responsible for loss due to fire.
- E. Personal search is not normally required. The Camp reserves the right to search Construction Personnel when there is probable cause, as determined by the Camp.

## 1.7 MATERIALS AND EQUIPMENT

- A. Tools shall be stored at close of working hours and located in a place of security provided by Contractor, as accepted and directed by State.
- B. Use of explosive powered tools and other explosives shall be by special arrangement with State.
- C. Report to State, immediately on discovery, any loss of tools, equipment, or materials stored or used on Site. State will not be responsible for losses due to theft or otherwise.
- D. Custodial control shall be maintained for volatiles, quick evaporating liquids, alcoholic base thinners, cutting instruments and tools, files, ropes and ladders. Custodial regulations may require alteration as job progresses as directed by State.
- E. Keep materials and equipment under custodial control and always locked to maintain Site security. Provide keys to the State as directed.
- F. Tools and equipment not necessary for completion of Project should be removed from vehicles and toolboxes prior to arriving at Camp.
- G. Broken tools shall be disposed of off Camp grounds. Ensure that metals, or other items deemed dangerous in the opinion of the Camp, are stored away and protected from inmate pilferage.
- H. Mismanagement of tools, equipment or materials will result in Construction Personnel being removed and barred from Camp property. The Camp reserves the right to determine any mismanagement concerned.

## 1.8 SAFETY PRECAUTIONS

- A. Materials Hazardous to Camp Inmates: Prevent access by Camp inmates to hazardous materials, such as pieces of pipe, conduit, reinforcing bars, wire, cords, rope, bricks, broken concrete, or other material. Remove hazardous spilled liquid materials immediately.
- B. Oxygen and acetylene cylinders shall be protected by fastening to walls or rigid posts, with screw caps replaced at end of each day.

1.9 HOSTAGES

- A. Attention is directed to California Code of Regulations, Title 15, Section 3304 "Hostages", which states, "Employees must not permit inmates or others to use hostages to escape from custody or otherwise interfere with orderly Camp operations. Hostages will not be recognized for bargaining purposes. All inmates, visitors and staff will be informed of this regulation."

1.10 WORKING INMATES

- A. Guarded inmates may be performing work at the Camp at the same time as Contractor. Under such conditions, Contractor shall cooperate with the State and conform to certain security requirements, as may be directed by the State.

1.11 CAMERAS AND AUDIO OR VISUAL RECORDING DEVICES

- A. Comply with requirements and restrictions set forth in California Code of Regulations, Title 15, Section 3261.7, "Cameras and Other Audio or Visual Recording Devices". Obtain approval from the Camp prior to use of such devices within the Camp grounds.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 35 57

### ESSENTIAL SERVICES PROJECT PROCEDURES

#### 1.01 SECTION INCLUDES

- A. General: This project has been designed and constructed to comply with the California Essential Services Building and Seismic Safety Act (ESA). The ESA of 1986 includes requirements that such buildings shall be "... designed and constructed to minimize fire hazards and resist the forces of earthquakes and winds."
- B. Regulations: This enabling legislation can be found in the California Health and Safety Code, Chapter 2, Sections 16000 – 16023. Also refer to the California Administrative Code, California Code of Regulations, Title 24 – Part 1, California Building Standards Commission – Chapter 4, Article 1, Essential Services Buildings and Article 2, State Owned Buildings.
- C. Enforcement Agency & Responsibilities: Responsibility for enforcement of the act falls to the Division of the State Architect (DSA), Department of General Services, Sacramento Regional Area Office for State owned or leased facilities. The DSA office responsible for this project is:
  - 1. Responsibilities: DSA will provide oversight of the construction process. DSA will provide plan check reviews for building(s), equipment and elements of the project that are deemed Essential Services. Also, DSA will provide plan check reviews for access compliance. DSA will not provide Fire and Life Safety reviews and inspections since this review and inspections will be performed by the State Fire Marshal's (SFM) office.
  - 2. For the Incremental DSA Design Review, the SFM must approve drawings or provide an exemption stamp on the drawings prior to DSA approving the Incremental or Deferred submittals.
- D. Review and Approvals: This Project has received prior review and approval by the DSA. Additional changes required by field conditions will be submitted to the DSA by the State for approval during construction as a Construction Change Document.

#### 1.02 RELATED DOCUMENTS AND SECTIONS

- A. Document 00 72 00: General Conditions of the Contract for Construction.
- B. Section 01 11 00: Summary
- C. Section 01 33 00: Submittal Procedures
- D. Section 01 32 16: Progress Schedules and Reports
- E. Section 01 45 29: Testing Laboratory Services
- F. Section 01 64 00: Owner-Furnished Equipment
- G. Section 01 77 00: Closeout Procedures
- H. Section 13 12 50: Self-Supporting Steel Communications Tower

#### 1.03 PLAN REVIEW FEES

- A. The State has paid the DSA for design reviews as required for approval. However, the Contractor shall be responsible for paying for any DSA any new fees because of extensive re-inspections due to construction deficiencies.
- B. The Contractor shall be responsible for securing and paying all applicable permits and fees except as specifically excluded in the project documents.

C. Essential Services inspection fees will be paid by the State, including the testing and special inspections. However, the Contractor shall be responsible for and pay for any DSA re-inspections due to Contractor construction deficiencies.

#### 1.04 FORMS

A. Forms related to this process can be found at DSA's website. Please see [Forms](#).

#### 1.05 DSA CONSTRUCTION PROCESS

The DSA Construction process can be found in the aforementioned regulations and in the DSA Publication, "PR 13-01, Procedure: Construction Oversight Process" on their website: [www.dgs.ca.gov/dsa/NewsEvents/contr\\_oversight\\_chgs.aspx](http://www.dgs.ca.gov/dsa/NewsEvents/contr_oversight_chgs.aspx)

The following steps are illustrated to assist the Contractor in their effort during the construction process with DSA. Contact the DSA Regional Office for additional details.

A. The Project Inspector (the State's, Inspector of Record (IOR)), Test Laboratory, and Special Inspections

- a. The State will provide a Project Inspector (IOR)
- b. The State will pay all material testing costs of the DSA approved testing laboratory and Special inspections. The approved testing laboratory and Special Inspections firm will contract directly with the State. However, the Contractor shall be responsible for paying for all re-testing and inspections.

B. DSA Oversight of the Construction Process

- a. The DSA Field Engineer shall make periodic site visits during construction & review reports.
- b. The DSA Field Engineer shall communicate with the Architect of Record, (IOR), and State's Representative.

C. IOR's Responsibilities

- a. The IOR will:
  - i. Provide personal continuous inspection of all work.
  - ii. Maintain complete files of all project documents including change documents.
  - iii. Monitor the testing and special inspection programs.
  - iv. Notify the Contractor of all deviations from DSA approve documents.
  - v. Provide reports twice a month to the Architect of Record, with copies to the Structural Engineer, DSA and the State's Representative.
  - vi. File a final verified report.
  - vii. The IOR works for and is paid by the State.

D. Architect and Structural Engineer of Record Responsibilities

- a. The Architect of Record shall:

- i. Investigate and provide directions regarding deficient materials or deviations from the DSA approved documents.
- ii. Observe the construction
- iii. Interpret the documents; issue clarifications as necessary in a timely manner
- iv. Submit all change orders, incremental submittals and deferred submittals to DSA for approval prior to implementation. See Article 1,07 , for additional requirements. Also refer to the DSA required document "CCD".
- v. File a final verified report.

**E. Contractor's Responsibilities**

**a. The Contractor shall:**

- i. Prepare Quarterly Verified Progress Reports, prepare on a DSA form. The report shall be completed by the Contractor's Superintendent. Coordinate Reports with the State's Inspector, and submit to the State Representative.
- ii. Provide schedule activities and coordinate with the State to allow time for all observations, inspections and special inspections required to ensure DSA certification of this project.
- iii. Prepare and certify DSA forms required by the Contractor for certification of the project.

**1.07 CHANGES IN THE WORK**

- A. Refer to Document 00 72 00, General Conditions of the Contract for Construction, Article 6.
- B. Changes in the Work pertinent to this project shall be submitted through the Project Director to DSA for their review and approval prior to incorporation of such changes into the Work.

**1.08 DSA PROJECT CLOSEOUT**

- A. Contractor shall coordinate with the State and provide all documents they had responsibility to produce or provide during construction that are required to be submitted for DSA Project Closeout. The documents shall be organized and tabbed in accordance to the format prescribed by DSA and/or the IOR.

END OF SECTION

## SECTION 01 40 00

### QUALITY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by State, or authorities having jurisdiction are not limited by provisions of this Section.

##### 1.2 DEFINITIONS

- A. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- B. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- C. Mockups / Field Samples: Full-size physical assemblies that are constructed either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by State.

### 1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to State.
- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional registered to practice in the State of California, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the State regarding the conflict. Use the requirement(s) that is/are more stringent and/or of higher quality and/or higher quantity.

### 1.5 SUBMITTALS

- A. Reports: Prepare and submit certified written reports, products test reports, and documents as required and/or specified.
- B. Permits, Licenses, and Certificates: For State's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### QUALITY REQUIREMENTS

## 1.6 REPORTS AND DOCUMENTS

A. Manufacturer's Technical Representative's or Factory-Authorized Service Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

## 1.7 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of California or jurisdiction where Project is located, and who has minimum of five years of experience in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. **Mockups / Field Samples:** Before installing portions of the Work requiring mockups / field samples, build mockups / field samples for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups / field samples of size indicated.
2. Build mockups / field samples in location indicated or, if not indicated, as directed by State.
3. Notify State seven days in advance of dates and times when mockups / field samples will be constructed.
4. Employ supervisory personnel who will oversee mockup / field sample construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain State's acceptance of mockups / field samples before starting corresponding Work, fabrication, or construction.
  - a. Allow 21 days for initial review and each re-review of each mockup / field sample.
7. Promptly correct unsatisfactory conditions noted by State's preliminary review, to the satisfaction of the State, before completion of final mockup / field sample.
8. Acceptance of mockups / field samples by the State does not constitute approval of deviations from the Contract Documents contained in mockups / field samples unless State specifically accepts such deviations in writing.
9. Maintain mockups / field samples during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups / field samples when directed unless otherwise indicated.

## 1.8 QUALITY CONTROL

A. **State Responsibilities:** Where quality-control services are indicated as State's responsibility, State will engage a qualified testing agency to perform these services.

1. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
2. Tests and inspections shall be performed by State's testing laboratory in conformance with California Code of Regulations, Title 24 as noted in individual specifications sections.

B. **Contractor Responsibilities:** Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Complete and submit a Quality Control Plan for approval by the State prior to the Start of on-site construction activities. Plan shall include, but not be limited to, assigned personnel, procedures, pre-inspections checklist and all instructions required to implement a formal construction quality control program.
2. Appoint a qualified Quality Control Manager who has relevant experience with projects of a similar size and scope. This individual will be responsible for administering the Contractor's Quality Control Program as described above to ensure that the project is constructed in accordance with the contract documents, as well as all applicable codes and standards.
3. Monitor quality control over subcontractors, suppliers, manufacturers, products, services, site conditions and workmanship to ensure the work is produced within specified quality.

4. For products and workmanship specified by referenced standards, association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code.
  - a. Conform to reference standard by date of issue current with date for receiving bids, except where specific date is established by code.
  - b. Obtain copies of standards where required by product specification sections.
  - c. When specified standards are in conflict with the Contract Documents, request clarification from the Architect/Engineer of record before proceeding.
  - d. Be responsible for being current and knowledgeable in both standards and building codes applicable to all trades under their direction.
5. Provide all work and materials in full accordance with the latest Rules and Regulations of the CCR, Title 24, CBC, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, Title 19, Division 1, State Fire Marshal; applicable requirements of Title 8, Division 1, Department of Industrial Relations and other applicable laws or regulations. Nothing the Contract Drawings and specifications shall be construed to permit work not conforming with these codes.
6. Comply fully with manufacturer's instructions and guidelines, including each step in sequence.
  - a. When manufacturers' instruction conflict with the Contract Documents, request clarification from Architect/Engineer of record before proceeding.
  - b. All work shall be installed by knowledgeable installers and defined as "Eligible" by the specified materials manufacturers. Specifications and recommendations of the manufacturer, whose materials are used, shall be strictly adhered to during the application or installation of those materials.
  - c. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of the warranty shall be provided by Contractor at no cost to the State.
7. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
8. Engage a qualified testing agency to perform quality-control services.
  - a. Contractor shall not employ the same entity engaged by State, unless agreed to in writing by the State.
  - b. Testing, Adjusting, and Balancing of Systems: These services shall be provided by approved testing organization in conformance with requirements for services specified in individual sections pertaining to each system.
9. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
10. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
11. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's

#### QUALITY REQUIREMENTS

services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspection equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

G. The State shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the State. If Contractor does not correct such rejected work within a reasonable time, fixed by a written notice, the State may correct same and charge the expenses to Contractor.

H. Should it be considered necessary or advisable by the State at any time before Acceptance of the Work to make examination of work already completed by removing or tearing out same, Contractor shall, on request, promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of Contractor or subcontractor, Contractor shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet requirements of the Contract, additional cost of labor and material necessarily involved in the examination and replacement will be allowed to the Contractor.

## 1.9 SPECIAL INSPECTIONS AND TESTS

A. Special Inspections and Tests: State will engage a qualified testing agency and/or special inspector to conduct special inspections and tests required by authorities having jurisdiction as the responsibility of State.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Notify State's Inspector 48 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse the State for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- B. When additional testing services are needed for Contractor's convenience, employ and pay for services of separate, equally qualified independent testing laboratory; or arrange with State's laboratory and pay for additional samples and tests required for Contractor's convenience.
- C. Prepare each system for testing and balancing. Cooperate with testing agency and provide access to equipment and systems. Operate systems at designated times, and under conditions required for proper testing, adjusting, and balancing.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

## SECTION 01 41 00

### REGULATORY REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 WORK SUMMARY

- A. Provide all labor, materials, tools, equipment, services, and incidentals as necessary to perform the work as described in this section. Work includes, but is not limited to, adhering to and implementing all the required permit requirements and CEQA Construction and Mitigation Measures associated with the Project.
- B. Conformance with the requirements of this section shall in no way relieve the Contractor from their responsibilities for compliance with laws, regulations, orders, and decrees, or responsibilities for public safety and convenience applicable to the Project, and the provisions of the Contract Documents.

##### 1.02 RELATED WORK

- A. Related work specified in other sections includes, but not limited to:
  - 1. Section 01 11 00, Summary
  - 2. Section 01 22 00, Submittals Procedures

##### 1.03 DEFINITIONS

- A. SWPPP – Storm Water Pollution Prevention Plan.

##### 1.04 SUBMITTALS

- A. Submittals shall be in conformance with the Contracting Requirements, Specifications, and Section 01 33 00, Submittals Procedures.
- B. Supporting documentation for cleaning of equipment as specified herein.
- C. Supporting documentation for certification of weed free material sources.
- D. As required, or upon request, provide submittals identified in the project environmental requirements and other regulatory requirements noted herein.

##### 1.05 REFERENCES

- A. Available copies of project environmental requirements are located in the appendix A1 in Book V of the Project Manual.

##### 1.06 QUALITY ASSURANCE

- A. It shall be the Contractor's responsibility to become fully informed of the provisions and conditions of the project Permit(s), SWPPP, and Contract Documents, and shall conduct their construction operations accordingly. The Contractor shall meet the requirements for discharge specifications and prohibitions, comply with the effluent discharge limits and receiving water limitations, and conform to all provisions and agency approval conditions

contained in the project Permit(s).

## 1.07 PROJECT CONDITIONS AND REQUIREMENTS

- A. The Contractor shall be responsible for complying with all agency requirements and responsibilities as provided in the project environmental mitigations SWPPP, and Contract Documents.
- B. Should conflicts arise between the project environmental mitigations, SWPPP, Contract Documents, and/or other regulatory requirements, the most stringent requirements shall be required to be followed and adhered to by the Contractor.
- C. Contractor shall provide notice as required to coordinate the State's environmental consultants and provide access to the site to conduct required surveys and inspections
- D. Any requested change to the State's approved environmental conditions, proposed by the Contractor, shall be submitted to the State for transmittal to the applicable agency for their consideration and acceptance, rejection, or revision to the permit.
- E. The Contractor shall meet all of the requirements of the SWPPP, and the CEQA construction and mitigation measures. The Contractor shall be responsible for adhering to all requirements of the permit(s) and CEQA Measures, and no additional compensation will be allowed for. Should the Contractor deviate from any of these requirements it shall be their responsibility to resolve and pay any resulting penalties. The following project requirements may be found in appendix A1 of the Contract Documents.

## 1.08 TOLERANCES

- A. Not used

## PART 2 PRODUCTS – NOT USED

## PART 3 EXECUTION – NOT USED

END OF SECTION

## SECTION 01 45 29

### TESTING LABORATORY SERVICES

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. The State will employ and pay for services of an independent testing laboratory to perform specified testing for CCR Title 24.
  - 1. Contractor shall cooperate with laboratory to facilitate execution of its required services.
  - 2. Employment of laboratory shall in no way relieve Contractor's obligations to perform work of the Contract.
  - 3. Should additional inspections and testing be required due to work that fails to comply with the Contract Documents including Contractor unprepared, poor workmanship, lack of quality control the Contractor shall bear all costs and time necessary including the cost of repeated testing.
- B. Contractor shall employ and pay for services for testing, adjusting, and balancing of systems specified under Section 01 86 19.

##### 1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction, Paragraph 3.13, Tests and Inspections: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.
- B. Section 01 86 19: Testing, Adjusting and Balancing Procedures.
- C. Individual Sections: Certification of products, Qualifications of testing, organizations and specific services required.

##### 1.03 REQUIRED TESTS AND INSPECTIONS

- A. By the State, CCR Title 24 Tests and Inspections: Except as noted otherwise, these tests and inspections shall be performed by State's testing laboratory in conformance with State of California Code of Regulations (CCR), Title 24 as noted herein.
  - 1. Earthwork (Chapter 18, Title 24)
    - a. Earth Fill compaction.
    - b. Inspection of footing excavations.
    - c. Placing of backfill.
  - 2. Concrete (Chapter 19, Title 24)
    - a. Materials:
      - (1) Portland Cement Tests.
      - (2) Concrete Aggregates.
      - (3) Reinforcing Bars.
      - (4) Batch Plant Inspection.
      - (5) Core tests, if necessary.

- (6) Admixtures.
- b. Concrete Quality:
  - (1) Proportions of Concrete.
  - (2) Strength Tests of Concrete.
- c. Concrete Inspection:
  - (1) Job Site Inspection.
  - (2) Batch Plant or Weighmaster Inspection.
  - (3) Curing.
  - (4) Construction Joints.
- 3. Masonry (Chapter 21, Title 24)
  - a. Materials:
    - (1) Masonry Units.
    - (2) Portland Cement.
    - (3) Mortar and Grout Aggregates.
  - b. Masonry Quality:
    - (1) Portland Cement.
    - (2) Mortar and Grout.
    - (3) Masonry Cores.
  - c. Masonry Inspection:
    - (1) Reinforced Masonry.
- 4. Structural Steel (Chapter 22, Title 24)
  - a. Materials:
    - (1) Material Identification.
    - (2) Structural Steel.
  - b. Tests and Inspection of Structural Steel:
    - (1) Tests of Structural and Cold Formed Steel.
    - (2) Shop Fabrication Inspection.
    - (3) Welding Inspection.
    - (4) Welding of Reinforcing Bars.

B. By the Contractor, Testing, Adjusting, and Balancing of Systems: These services shall be provided by approved testing organization in conformance with requirements for services specified in individual sections pertaining to each system.

#### 1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to work and to manufacturer's operations.
- B. Provide to laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to laboratory preliminary design mix proposed to be used for concrete, and other material mixes which require control by testing laboratory.
- D. Furnish copies of products test reports as required.

E. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at Project site or at source of product to be tested.
3. To facilitate inspections and tests.
4. For storage and curing of test samples.

F. Notify State's Inspector 48 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse the State for laboratory personnel and travel expenses incurred due to Contractor's negligence.

G. When additional testing services are needed for Contractor's convenience, employ and pay for services of separate, equally qualified independent testing laboratory; or make arrangements with State's laboratory and pay for additional samples and tests required for Contractor's convenience.

H. The State or its representative shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the State. If Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the State may correct same and charge the expense to Contractor.

I. Should it be considered necessary or advisable by the State at any time before Acceptance of the Work to make examination of work already completed by removing or tearing out same, Contractor shall, on request, promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of Contractor or subcontractor, shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet requirements of the Contract, additional cost of labor and material necessarily involved in the examination and replacement will be allowed the Contractor.

END OF SECTION

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, fire safety, and security and protection facilities.

##### 1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, State, testing agencies, and authorities having jurisdiction.
- B. Sewer, Drainage, Water, Gas, Telecommunication and Electric Power Service: Pay connection and service use charges for usage by all entities for construction operations.

##### 1.3 SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel. Show compliance with requirements of authorities having jurisdiction.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Erosion and Sedimentation Control Plan: Show compliance with requirements of California State Water Resources Control Board NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities or authorities having jurisdiction, whichever is more stringent.
- D. Fire-Safety Program and Site Safety Plan: Show compliance with requirements of NFPA 241, California Fire Code Chapter 33, and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program. Include the following in Site Safety Plan:
  1. Name and contact information of site safety director.
  2. Documentation of the training of the site safety director and fire watch personnel.
  3. Procedures for reporting emergencies.
  4. Fire department vehicle access routes.
  5. Location of fire protection equipment, including portable fire extinguishers, standpipes, fire department connections and fire hydrants.
  6. Smoking and cooking policies, designated areas to be used where approved, and signage locations.
  7. Location and safety considerations for temporary heating equipment.
  8. Hot work permit plan.
  9. Plans for control of combustible waste material.

### TEMPORARY FACILITIES AND CONTROLS

10. Locations and methods for storage and use of flammable and combustible liquids and other hazardous materials.
11. Provisions for site security.
12. Changes that affect this plan.
13. Other site-specific information required by the authorities having jurisdiction.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
  1. Construct and maintain temporary electrical facilities in accordance with California Electrical Code, California Public Utilities Commission "Rules for Overhead Line Construction" (General Order No. 95), and requirements of utility company providing service. Materials, devices, and equipment used for these facilities shall be in good and safe condition but need not be new.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Temporary Facilities: Obtain required certifications and permits from authorities having jurisdiction. Comply with authorities having jurisdiction requirements for temporary facilities.

#### 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before State's acceptance, regardless of previously assigned responsibilities.
- B. Construction Equipment: Erect, equip, operate, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances, rules, and regulations of authorities having jurisdiction.
  1. Provide and maintain scaffolding, staging, runways, and similar equipment, as needed.

### PART 2 - PRODUCTS

#### 2.1 TEMPORARY FACILITIES

- A. Field Offices for State Use: Not required.
- B. Field Office for Contractor use: Contractor may provide at their expense field office facilities for Contractor's use as desired.
  1. Area/Land for Office Space, storage, laydown area, etc. is to be coordinated and paid for by the Contractor as part of this contract.
  2. Contractor's Field Office shall include sufficient area/space to conduct project related meetings.

## 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless State authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

## PART 3 - EXECUTION

### 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. See other Sections for disposition of salvaged materials that are designated as State's property.

### 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, State, property owner's and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Make arrangements for water required for construction purposes; furnish and install temporary piping or hoses to carry water as required for construction as part of this contract.
  - 1. Water service shall be paid for by Contractor.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

#### TEMPORARY FACILITIES AND CONTROLS

1. Use of Permanent Toilets: Use of State's existing or new toilet facilities is not permitted.
2. Maintain toilets in a neat, clean, and orderly manner, and refill all consumables minimum once a week

E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for storage of materials, curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Follow manufacturer's recommendations and industry practice standards for proper protection of stored and installed materials. Select equipment that will not have a harmful effect on completed installations or elements being installed.

1. Payment for Use: Cost of fuel, operators, and maintenance for permanent heating system shall be borne by Contractor until acceptance of building by State.

F. Gas Service: Provide gas service and distribution system of sufficient size, and capacity characteristics required for construction operations.

G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

H. Use of Engine Generator Sets: Where economic, time, or other factors indicate advisability of using engine generator sets for construction power in lieu of utility company supply, such source of power may be used.

I. Lighting: Provide temporary lighting that provides adequate illumination for construction operations, observations, inspections, and traffic conditions or as designated by the State.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

J. Contractor-Installed Construction Power Facilities: Temporary electrical materials and equipment furnished and installed by Contractor for required facilities hereunder shall be removed after serving their purpose.

K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all State's construction personnel.

1. At each telephone, post a list of important telephone numbers.
  - a. Police and fire departments.
  - b. Ambulance service.
  - c. Contractor's home office.
  - d. Contractor's emergency after-hours telephone number.

L. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by State.

1. Minimum Internet Connection Requirements:
  - a. Download Speed: 40 Mbps.
  - b. Upload Speed: 10 Mbps.

M. Protection of Existing Utilities: Utility service lines found entering site and not indicated to remain or to be incorporated into the work of the contract, shall be plugged, capped, or otherwise

#### TEMPORARY FACILITIES AND CONTROLS

abandoned by the Contractor in a manner satisfactory to the State and Utility Company except where otherwise required.

1. Protect from damage, existing utilities lines not specified to be altered by the work of the contract; any such features damaged shall be repaired or replaced to conditions equal to that existed prior to commenting the work.

### 3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
2. Maintain support facilities until State schedules final inspection. Remove before Completion.

B. Contractor shall make detailed examination of such USFS and Property Owner's land at the start of work and conditions shall be noted and confirmed by the State.

1. Roads and other existing improvements therein adjacent to the site, if damaged by this work, shall be repaired by the Contractor at intervals as needed. At completion of the project, all items not included in the Contract work shall be left in condition to at least equal to that at start of operations.
2. Repair work shall conform to requirements of authorities having jurisdiction. This includes, but is not restricted to, temporary walks for pedestrians, cleaning of mud and debris, air pollution control and traffic control.
3. Covering, moving, trimming or altering which may become necessary shall be done only with the consent of and in cooperations with the State, USFS or property owner's having jurisdiction. Contractor shall pay all costs which may be incurred.

C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.
3. Comply with parking and traffic regulations of use for USFS lands and per the property owner's requirements, see appendix A2 for details.

E. Parking: Personnel involved in construction operations shall comply with parking and traffic regulations for use of streets, as enforced by authorities having jurisdiction, except for other arrangements as may be agreed to between Contractor and authorities having jurisdiction.

1. Provide onsite parking area for State's personnel.
2. Provide temporary parking areas for construction personnel.

F. Storage and Staging: Provide temporary offsite area for storage and staging needs. State will allocate available onsite storage and work areas to Contractor (Alder Site Only), subject to change as may be necessary by job progress, such as site development or other intervening work.

#### TEMPORARY FACILITIES AND CONTROLS

G. Construction Monitoring Webcam

1. Web Cams shall be installed at each permitting site prior to starting any construction activities and shall be maintained through the completion of construction with a time-lapse function to record the construction progress. The timeframe between captured time-lapse images shall be 15 minutes and cameras need to be operation during times that work is occurring on site, at minimum.
2. The link to a live camera feed should be password protected with the password provided to members of the project team only.
3. Web-Cam network shall be installed to show the entirety of the construction sites and will require multiple cameras.
4. The camera shall be mounted and angled in such a way that the field of view does not encroach upon adjacent properties or nearby properties including but not limited to privately- owned or secure properties and that the privacy of these properties is maintained.
5. If it is necessary to mount cameras on poles, to provide for the coverage of the site, contract shall arrange for installation and bear all costs to achieve this.

The contractor shall maintain the web-cam network in continuous operation until the completion of the project and shall back up the information to an independent off-site storage facility no less than weekly. At the conclusion of the project, the Contractor shall submit the complete time-lapse recordation to the State on a USB flash drive with appropriate capacity.

H. Clean up of work and disposal of Trash: Attention of Contractor is directed to General Conditions, Paragraph 3/16, Specification Sections 01 74 23 and 01 77 00, and Appendices. Keep work and storage areas clean and free of rubbish and perform protective and cleanup work within one day of being notified by State.

1. Dispose of trash resulting from work, off the work sites, as it accumulates. Pay fees required for use of public dumps. Burning of trash at the site is prohibited.
2. Due to the sites location in rural forested areas the Contractor will be required to remove trash daily that may attract the attention of wildlife and or provide a containment apparatus to prevent wildlife scavenging the site and disrupting construction activities.

I. Project Signs: Not required.

J. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Identification Sign for State Field Office: Furnish and install sign, minimum 18" x 24" size. Sign material, lettering and mounting location as directed by State.

K. Other Signs or Advertising: Not permitted, except that Contractor's name may be placed on Contractor's field office.

## SECURITY AND PROTECTION FACILITIES INSTALLATION

L. Contractor is responsible for security of all project sites and buildings in this project during the entire time of the contract. Make good all damages to work and loss of materials due to theft or vandalism within this responsibility.

M. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site, except those indicated to be removed or altered. Repair damage to existing facilities.

N. Security: Secure building and grounds at Project site from vandalism or theft, during entire time of Contract.

## TEMPORARY FACILITIES AND CONTROLS

- O. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 01 10 00 "Summary."
- P. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Section 01 57 23 "Temporary Storm Water Pollution Control and Section 31 25 00 "Storm Water Pollution Prevention Plan".
- Q. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- R. Tree and Plant Protection: Comply with requirements specified in Section 01 56 39 "Temporary Tree and Plant Protection."
- S. Protection of Trees and Shrubs: Existing trees and shrubs to remain shall not be injured during the course of this work (See site Clearing 31 10 00).
  - 1. If removal becomes necessary the Contractor shall consult with the State and Authorities having jurisdiction and obtain written approval to proceed.
- T. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
  - 1. Irrigate trees, shrubs, and lawn areas which are to remain within work area as directed by State. Construct suitable earth berms around such trees and shrubs as necessary to hold irrigation.
  - 2. Remove and replace trees, shrubs, and lawn areas indicated to remain that are damaged during construction operations or are more than 50 percent dead or in an unhealthy condition before the end of the guarantee period that State determines are incapable of restoring to normal growth pattern.
- U. Existing Landscaped Areas: Return the grounds back to the State in condition equal to or better than existed upon commencement of Work.
- V. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Provide and maintain dewatering facilities to keep the site reasonably dry and to protect materials and installed work from water damage until dewatering is no longer required.
  - 2. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 3. Remove snow and ice as required to minimize accumulation.
  - 4. Remove dewatering facilities from sites when no longer needed.
- W. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to State.

#### TEMPORARY FACILITIES AND CONTROLS

- X. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- Y. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- Z. Temporary Enclosures: Provide temporary enclosures including insulation for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- AA. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Maintain field office toilets and sanitary facilities in a neat, clean, and orderly manner, and refill all consumables minimum [once a week] <Insert refill frequency here>.
- B. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Completion.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. State reserves right to take possession of Project identification signs.
  2. At Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

## SECTION 01 56 39

### TEMPORARY TREE AND PLANT PROTECTION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

##### 1.2 DEFINITIONS

- A. Tree: Woody plant having one erect perennial stem (trunk) at least three inches in diameter at a point 4-1/2 feet above the ground, and a formed crown of foliage.
- B. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12 inches above the ground for trees larger than 4-inch size.
- C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

##### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  1. Review environmental requirements, see Appendix A1 of the contract documents.
  2. Review methods and procedures related to temporary tree and plant protection.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of the following:
  1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

## 1.5 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Moving or parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
  - 1. Type: Ground or shredded bark.
  - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
  - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
  - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.
    - a. Height: 48 inches.
    - b. Color: High-visibility orange, nonfading.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

### 3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

### 3.3 TREE PROTECTION

- A. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
  1. Apply 2-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.

### 3.4 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
  1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to State.
- B. Maintain protection zones free of weeds and trash.
- C. Maintain protection-zone fencing in good condition as acceptable to State and remove when construction operations are complete, and equipment has been removed from the site.
  1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  2. Temporary access is permitted subject to preapproval in writing by State if a root buffer effective against soil compaction is constructed as directed by State. Maintain root buffer so long as access is permitted.

### 3.5 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 31 20 00 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- C. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

### 3.6 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
  1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  2. Cut Ends: Do not paint cut root ends.
  3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  4. Cover exposed roots with burlap and water regularly.
  5. Backfill as soon as possible according to requirements in Section 31 20 00 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots 12 inches outside of the protection zone by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

### 3.7 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by State.
  1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
  2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
  3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
- B. Unless otherwise directed by State, do not cut tree leaders.

- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.
- E. Provide subsequent maintenance pruning during Contract period.
- F. Chip removed branches and spread over areas identified by State or dispose of off-site.

### 3.8 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
  - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

### 3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by State.
  - 1. Perform repairs of damaged trunks, branches, and roots within 24 hours according to State's written instructions.
  - 2. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by State.
- B. Trees: Remove and replace trees indicated to remain that are more than 50 percent dead or in an unhealthy condition or are damaged during construction operations that State determines are incapable of restoring to normal growth pattern.
  - 1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 6 inches or smaller in caliper size.
  - 2. Large Trees: Provide two new tree(s) of 4-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
    - a. Species: As selected by State.
- 3. Plant and maintain new trees as specified in Section 32 93 00 "Plants".

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off State's property.

END OF SECTION

## SECTION 01 57 23

### TEMPORARY STORM WATER POLLUTION CONTROL

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Temporary stormwater pollution controls.
2. Preparation, implementation and monitoring of the General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (General Permit) and the Storm Water Pollution Prevention Plan for the purpose of preventing the discharge of pollutants and sediments from the Project site into receiving waters.

##### 1.2 REGULATORY REQUIREMENTS

A. Comply with the State Water Resources Control Board, Regional Water Quality Control Board (RWQCB), county, city, municipality, and other local agency requirements regarding storm water discharges and management. The State does not obtain local permits.

B. Electronically file and provide to the State Water Resources Control Board in the Stormwater Multiple Application Report Tracking System (SMARTS) all Permit Registration Documents (PRD) including, but not limited to Notice of Intent (NOI), Site Map, SWPPP, Risk Assessment, Annual Fees, ATS Design Document (if required), Water Balance Calculations (if required) and Certification; and pay fees to the State Water Board.

1. Fact Sheets about the permit can be found at [https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/construction/docs/2022-0057-dwq-with-attachments/cgp2022\\_factsheet.pdf](https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction/docs/2022-0057-dwq-with-attachments/cgp2022_factsheet.pdf).
2. Submit Annual Reports electronically in SMARTS and pay annual renewal fees until Completion (as defined by the General Conditions) of the Work at which time the Notice of Termination (NOT) must have been previously approved by the appropriate RWQCB.

C. Employ, for the entire Construction Contract, the services of a Qualified SWPPP Developer (QSD) who is authorized to develop and revise the SWPPP, and a Qualified SWPPP practitioner (QSP) who is assigned responsibility for non-storm water and storm water visual observations, sampling and analysis and responsible to ensure full compliance with the permit and implementation of all the elements of the SWPPP.

D. Any engineering work involved in the development of the SWPPP shall be accomplished by a Civil Engineer, licensed in the State of California.

##### 1.3 STORMWATER POLLUTION PREVENTION PLAN

A. The Stormwater Pollution Prevention Plan (SWPPP) has not been prepared for the site.

Confirm, on State Water Board web site, the current order number is correctly indicated in the Paragraph below.

B. Prepare the site-specific SWPPP in its entirety in accordance with all the requirements of the General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (SWRCB Order WQ 2022-0057-DWQ). Prepare this Plan by showing the Best Management Practices (BMP) for the prevention and control of pollutants and erosion on the site upon Notice to Proceed (NTP). Contractor is responsible to implement the SWPPP and make revisions to the Plan as necessary until the RWQCB's approval of the NOT.

1. Information on the Permit can be found on the internet at  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml)

Retain this Subparagraph for traditional construction activities type project. Delete Subparagraph below. Obtain Risk Level (1, 2, or 3) from the Project's Civil Engineer.

2. The project is Risk Level <Insert Risk Level number>.

C. Do not commence land surface disturbance construction activities until the SWPPP has been prepared and reviewed by the State, the PRD has been filed with the RWQCB, and the RWQCB has issued a Water Discharger Identification (WDID) number.

D. Erosion and sediment controls must be in place prior to the commencement of grading and any storm event.

E. Comply with all USFS and Property Owner's regulations for pollution controls.

#### 1.4 MEETINGS

A. Meetings: Conduct conference at Project site.

1. Meet with State and earthwork subcontractor(s).
2. Review requirements of the SWPPP, including permitting process, worker training, and inspection and maintenance requirements.

#### 1.5 SUBMITTALS

A. Stormwater Pollution Prevention Plan (SWPPP): Submit completed SWPPP within 14 days after the Notice to Proceed date. The State will review the SWPPP within 14 days. If revisions are required, make corrections and resubmit within 7 days.

B. Project Registration Documents (PRD): Submit electronic copy in Adobe PDF document format after electronically submitting in SMARTS.

C. Closeout Documents: Notice of Termination, filed and approved by the applicable RWQCB where the Project is located.

D. Qualifications Data: Licensing/certifications of the QSD and QSP.

1. QSD/QSP must have five completed construction projects logged into Stormwater Multiple Application and Report Tracking System (SMARTS) which received a Notice of Termination without any fines or penalties.

- E. Schedule of Values shall include separate line items for the SWPPP development, SWPPP reporting, and maintenance for the SWPPP Work.
- F. Monthly SWPPP reports and related documents. These reports shall be included with the Contractor's Payment Requests.

## 1.6 QUALITY ASSURANCE

- A. QSD and QSP: Experienced individual or firm with a record of successful water pollution control management coordination of projects with similar requirements.
  1. QSD shall complete and finalize the SWPPP form.
  2. QSD and QSP shall be responsible for inspections and maintaining of all requirements of the SWPPP.
- B. Installers: Trained as indicated in the SWPPP.

## 1.7 LIABILITIES AND PENALTIES

- A. State's review of the SWPPP, prepared in its entirety by the Contractor, shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- B. Contractor shall be held responsible for paying all penalties for violations of permit conditions. The State shall recover from the Contractor all costs of any fines against the State, due to non-compliance by the Contractor.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY STORMWATER POLLUTION CONTROLS

- A. Provide temporary stormwater pollution controls as required by the SWPPP.

## PART 3 - EXECUTION

### 3.1 IMPLEMENTATION

- A. Comply with the requirements of the General Permit and the SWPPP. QSD shall update the SWPPP and have the SWPPP including maps, reports, weather records and training records available at the construction site at all times.
  1. All maps and figures that are part of the SWPPP shall be printed, hard copy, full size, and shall always be available on the construction site.
  2. Subsequent to the State's verification of the Contractor's QSD's and QSP's certifications and licenses, the State will authorize access for the QSD and QSP like to the project's SMARTS account as "data submitters". As data submitters, the contractor's QSD & QSP will upload all required documents including, but not limited to, all the NOI documents, rain event data, exceedance reports and annual reports within the Construction General Permit time frames.

- B. Implement best management practices for control of all pollutants including sediment, concrete and cement plaster waste, paint, fertilizers, soil amendments and other construction related pollutants.
- C. Implement an effective combination of erosion and sediment controls by stabilizing all disturbed soil, paying attention to exposed slopes. Back up erosion prevention measures with sediment control measures. Ensure all control measures are adequate, in place, and in operable condition.
- D. QSP shall conduct site inspections, and no duties shall be delegated to non-certified personnel, in accordance with the General Permit and the SWPPP before, during extended storm events, and after each storm event to identify areas that may contribute to erosion and sediment problems or any other pollutant discharges. If additional control measures are needed, implement them immediately. Document all inspection findings and actions taken in detailed, site specific inspection reports. These reports must be maintained on site for review.
- E. Maintain and repair all erosion prevention and sediment control measures throughout the season and until Completion (as defined by the General Conditions) of the project. Keep replacement supplies on the site.
- F. Remove SWPPP controls at completion of construction, and restore and stabilize areas disturbed during construction.
- G. Train all site personnel in erosion prevention and sediment control techniques, and the responsibilities under the General Permit at the beginning of the project and on a monthly basis.
- H. Immediately report to the RWQCB office and the State, of any instances of sediment or other pollutant discharges from the site.
- I. Obtain QSP services and pay for such services and for any sampling, testing, and analysis of storm water as required for compliance with the General Permit and the SWPPP.
- J. Make the SWPPP available to the RWQCB staff, State staff, and any delegated local agency staff, and correct any requirements imposed as a result of their inspections within 72 hours, or prior to a rain event, whichever is sooner.

### 3.2 CERTIFICATION AND REPORTS

- A. On the first of the month, as determined by the requirements of the General Permit, the SWPPP and the State Water Resources Board, each year during the construction period, submit an annual certification report (for the previous compliance year) as outlined in the General Permit, to the State Water Resources Control Board and the State, indicating that the construction activities are in compliance with the General Permit and the SWPPP.
  - 1. Respond to any comments within 72 hours after receipt. The annual report shall be prepared by the QSD. This reporting shall continue until a Notice of Termination is approved by the Regional Water Quality Control Board.
- B. Prior to Completion of the project submit records of all inspections, compliance certifications and noncompliance reports to the State in dated, tabbed, indexed binders and electronically.
- C. Prior to Completion of the project, the QSD shall file a Final Annual Report and a Notice of Termination with the State Water Resources Control Board via the SMARTS.

END OF SECTION

TEMPORARY STORM WATER POLLUTION CONTROL

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SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a substitution request, if applicable.

D. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures."

E. Substitution: Refer to Section 01 25 00 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
  - a. Name of product and manufacturer.
  - b. Model and serial number.
  - c. Capacity.
  - d. Speed.
  - e. Ratings.
3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

C. Manufacturers' Instructions: When work is specified to comply with Manufacturers' instructions, submit copies as specified in section 01 33 00 and maintain one set in Contractors field office.

1. Perform work in accordance with details of the instructions and specified requirements. Should conflict exist between Specifications and Instructions, obtain direction from the State before proceeding.

#### 1.4 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.

#### PRODUCT REQUIREMENTS

2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Store loose granular materials on solid surfaces in well-drained area; prevent mixing with foreign matter.
6. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
7. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
8. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the State or endorsed by manufacturer to State.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for State and issued in the name of the State or endorsed by manufacturer to State.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Components required to be supplied in quantity within individual Specification Sections shall be the same and shall be interchangeable.
  3. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

### PRODUCT REQUIREMENTS

4. State reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
5. Where products are accompanied by the term "as selected," State will make selection.
6. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
7. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," comply with requirements in Section 01 25 00 "Substitution Procedures" to obtain approval for use of an unnamed product.
  - a. Submit additional documentation required by State in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the State, whose determination is final.
  - b. Where the words "or equal" are used following trade names, patented products, or proprietary products or methods, they shall be deemed to read "or equal in quality, design, utility and suitability"; as solely determined by the State. Where such trade names, products, or methods are without the use of the words "or equal", they shall be deemed to be followed by the words "or equal in quality, design, utility and suitability" as solely determined by the State.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
  - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of an unnamed product is considered a substitution.
4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of products of an unnamed manufacturer is considered a substitution.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 00 "Substitution Procedures" for substitutions.

PRODUCT REQUIREMENTS

- C. Visual Selection Specification: Where Specifications include the phrase "as selected by State from manufacturer's full range" or a similar phrase, select a product that complies with requirements. State will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- D. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
  - 1. Select products for which sustainable design documentation submittals are available from manufacturer.
- E. Substitutions (Alternatives): Refer to Document 00 72 00, General Conditions of the Contract for Construction, Subparagraph 3/12/10, and Section 01 33 00 Submittal procedures.

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 64 00

### OWNER-FURNISHED/CONTRACTOR INSTALLED EQUIPMENT (OFCI)

#### PART 1 GENERAL

##### 1.01. REQUIREMENTS INCLUDED

- A. The State will provide the following Owner-Furnished Contractor Installed (OFCI) equipment for use in the project and will be installed by contractor unless otherwise noted.
- B. The State has purchased a communication tower using a competitive bid process that is to be used at all sites. The tower fabricator will transport the tower to the site.

##### 1.02 RELATED REQUIREMENTS

- A. Section 13 40 00: Self-Supporting Steel Communications Structures
- B. Section 13 50 00: Antennas

##### 1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall include tower installation in Contractor's baseline and progress construction schedules.
- B. Contractor shall install all owner furnished equipment per manufacturer's installation instructions and at the direction of the State.
- C. The Contractor shall provide the following for the installation of the communication tower.
  - 1. Review product data and other submittals. Contractor shall submit to the State any observed discrepancies or problems anticipated due to non-conformance with the contract documents.
  - 2. Provide schedule, included in the baseline schedule, showing when foundation is complete and when delivery and installation of tower shall occur.
  - 3. Tower shall be delivered to a location within 2 miles of the project site. Contractor will be responsible for and all costs associated with arranging a date and time with the tower manufacturers, unloading the tower components from the transport vehicles and transporting components to the construction location. A minimum of 90-day notice is required by tower manufacturer for scheduling tower manufacturer representative.
  - 4. Install tower on Contractor installed foundation.
- E. The Contractor shall provide the following for the installation of the Tower.
  - 1. Furnish and install items as shown on drawings.
- F. Contractor shall arrange and attend pre-installation meeting(s) for the Communications equipment at the project site.
  - 1. Contractor's electrical and tele/data sub-contractors must attend pre-installation meeting(s).
- G. Contractor shall provide after-hours access to State Communications Technicians if necessary.

- H. The State will deliver the equipment and components to an area designated by the Contractor. The Contractor shall be responsible for securely storing the materials for installation. Loss or damage to the equipment after delivery will be replaced by the Contractor at their own expense.
- I. Contractor's responsibility for moving, handling, and the installation for OFCI equipment is the same for other contractor furnished equipment.
- J. The tower will be provided in the original manufacturer's shipping boxes or individual pieces. Tower or tower pieces will not be pre-assembled.

#### 1.04 OWNER'S (STATE) RESPONSIBILITIES

- A. Arrange for delivery of OFCI equipment, product data, manufacturers instructions, and tower submittals to Contractor.
- B. Supply tower manufacturer's bill of materials to Contractor.
- C. Inspect delivery of tower jointly with Contractor.

#### 1.05 CHAIN OF CUSTODY

- A. Contractor is responsible for the chain of custody for bolt assemblies and bracket mounting for this project. Bolt assemblies are to be tracked from the fabrication at the factory, sampling and testing, and delivery and installation at the job site or delivery to OES Warehouse.
  - 1. Contractor to coordinate with bolt assembly manufacturer and Inspector of Record (IOR) to provide assembly samples at the factory. Lot number for the sampled bolts needs to be tracked and packaged separately for each job site while IOR tests sampled assemblies.
    - i. Projects requiring installation of less than 1,600 bolt assemblies of a type of bolt: sample one complete bolt assembly for every 400 or fraction thereof for each type of bolt to be installed in the project, but not less than three complete bolt assemblies for each type of bolt to be installed in the project.
    - ii. Projects requiring the installation of 1,600 or more bolt assemblies of a type of bolt: sample identifiable bolt assemblies at a rate of one per 1,200 (or fraction thereof) but not less than three complete bolt assemblies for each type of bolt to be installed in the project.
  - 2. After the IOR approves the bolt assemblies meet the required testing requirements, the assemblies with the associated lot number tested shall be packaged, sealed and tracked from the factory to delivery and installation at the designated job site or OES warehouse.
  - 3. Utilize attached Chain of Custody form with IOR approval signatures.
  - 4. At the job site, the Contractor shall coordinate delivery of the site-specific assemblies with the IOR to verify the packaging of associated bolt assemblies is sealed and coordinated with item 1.17A.1 tested Lot numbers.
  - 5. Spare assemblies – Contractor to provide spare assemblies in the quantity equal to and in addition to the number provided for testing in section 1 above.

END OF SECTION

## SECTION 01 73 00

### EXECUTION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of State's portion of the Work.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection and repair of installed construction.

##### 1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

##### 1.3 PREINSTALLATION MEETINGS

A. Cutting and Patching Conference: Conduct conference at Project site.

1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform State of scheduled meeting.
2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

B. Layout Conference: Conduct conference at Project site.

1. Prior to establishing layout of new perimeter and structural column grid(s), review building location requirements. Review benchmark, control point, and layout and dimension requirements. Inform State of scheduled meeting.
2. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.
3. Review requirements for including layouts on Shop Drawings and other submittals.
4. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
5. Obtain verification from Architect/ Engineer of Record and the State for center of tower and tower leg justification verification prior to proceeding with tower foundation system.

## 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural and Other Construction Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify State of locations and details of cutting and await directions from State before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection. Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 2. Patching shall achieve security, strength, and weather protection, and shall preserve continuity of existing fire ratings.
  - 3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in State's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is a dispute as to whether duplication is successful or has been achieved to a reasonable degree, the State's judgment shall be final.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to State for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of all underground utilities, and other construction affecting the Work.
- Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.
- Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to State in accordance with requirements in Section 01 31 00 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify State promptly.
- Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
- Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

### 3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb, and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with the manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by State. Maintain conditions required for product performance until Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by State.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by State. Fit exposed connections together to form hairline joints.
- I. Repair or remove and replace damaged, defective, or nonconforming Work.
  - 1. Comply with Section 01 77 00 "Closeout Procedures" for repairing or removing and replacing defective Work.

### 3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 01 10 00 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by State. Provide materials and comply with installation requirements specified in other Sections, where applicable.

I. Paint over complete surface plane, unless otherwise indicated. Over patched wall or ceiling surfaces, paint to nearest cutoff line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters, or to nearest opening frame, unless otherwise indicated. Painted surfaces shall not present a spotty, touched-up appearance.

J. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 COORDINATION OF STATE'S PORTION OF THE WORK

A. Site Access: Provide access to Project site for State's construction personnel and State's separate contractors.

B. Coordination: Coordinate construction and operations of the Work with work performed by State's construction personnel and State's separate contractors.

1. Construction Schedule: Inform State of Contractor's preferred construction schedule for State's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify State if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include State's construction personnel **[and State's separate contractors]** at preinstallation conferences covering portions of the Work that are to receive

State's work. Attend preinstallation conferences conducted by State's construction personnel if portions of the Work depend on State's construction.

### 3.7 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

### 3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 91 13 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace them with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.9 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

## SECTION 01 73 29

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. General requirements for cutting, fitting and patching of the work to:
  - 1. Make the several parts fit properly.
  - 2. Uncover work to provide for installation, inspection, or both, of ill-timed work.
  - 3. Remove and replace work not conforming to requirements of the Contract Documents.
  - 4. Remove and replace defective work.
  - 5. Reworking and patching to match existing surfaces at removed or demolished items.

##### 1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction; Paragraph 3.15, Cutting and Patching.

##### 1.03 QUALITY ASSURANCE

- A. Patching shall achieve security, strength, and weather protection, and shall preserve continuity of existing fire ratings.
- B. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the State's judgment shall be final.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. For replacement of work removed, use only materials which comply with pertinent Sections of these Specifications.

##### 2.02 PAYMENT FOR COSTS

- A. Perform cutting and patching required to comply with the Contract Documents at no additional cost to the State.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, backfilling, and patching.
- B. After uncovering the work, inspect conditions affecting installation of new work.

### 3.02 INSTALLATION

- A. Perform cutting and patching in a manner to prevent damage to other work and to provide proper surfaces for the installation of materials, equipment, and repairs.
- B. Do not cut nor alter structural members without prior approval of the State.
- C. Adjust and fit products to provide a neat installation.
- D. Finish or refinish, as required, cut and patched surfaces to match adjacent finishes. Paint over complete surface plane, unless otherwise indicated. Over patched wall or ceiling surfaces, paint to nearest cut-off line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters, or to nearest opening frame, unless otherwise indicated. Painted surfaces shall not present a spotty, touched-up appearance.

END OF SECTION

## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the construction waste management and disposal.
- B. Waste Management Objective for the Project:
  - 1. Project shall minimize the generation of construction and demolition waste at the site.
  - 2. Waste disposal in landfills shall be minimized.

##### 1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

##### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of the Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to State that may be uncovered during demolition remain the property of State.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to State.

## 1.4 SUBMITTALS

- A. Construction Waste Estimate: Within 14 calendar days after Start Date of the Work, or prior to any waste removal, whichever occurs sooner, submit construction waste estimate, using the Form 01 74 19.01 "Construction Waste Estimate". Include the following information:
  1. Estimate of total job site waste to be generated, including material types and quantities.
  2. Estimate of percentages of waste categories to landfill, to be reused, and to be recycled.
- B. Waste Management Report: Upon completion of Work, including final cleanup, provide a final waste management report containing the information required in Form 01 74 19.02 "Waste Management Report". Include the following information:
  1. Total quantity of each waste material generated; and the date(s) removed from the project site.
  2. Percentages of waste categories to landfill, to be reused, and to be recycled.
  3. Identity of the landfill / receiving facility, handling costs, transport costs, tipping fees paid at the landfill, and total landfill costs. Attach copies of manifests, weight tickets, receipts, and invoices.
  4. For each material reused or recycled from the Project, include the total costs of handling and transportation, and income. Attach manifests, weight tickets, receipts, and/or invoices.
- C. Qualification Data: For waste management coordinator.

## 1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements. Superintendent may serve as Waste Management Coordinator.
- B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
  1. California Department of Resources Recycling and Recovery (CalRecycle); Telephone (916) 341-6300; <https://www.calrecycle.ca.gov/condemo>.
  2. Local Integrated Waste Management Programs and Re-Use Programs in the Project area.
  3. California Department of Toxic Substances Control (DTSC).

## 1.6 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.
- B. Diversion from Landfill: Waste categories appropriate for diversion from landfill shall include, but not be limited to, the following:
  1. Land clearing debris.
  2. Soil.
  3. Wood: Clean dimensional wood, palette wood.
  4. Sheet Wood: Plywood, OSB and particle board.
  5. Concrete.

6. Bricks.
7. Concrete Masonry Units (CMU).
8. Asphalt Concrete.
9. Paper.
  - a. Bond.
  - b. Newsprint.
  - c. Cardboard and paper packaging materials.
10. Cement Fiber Products: Shingles, panels, and siding.
11. Metals.
  - a. Ferrous.
  - b. Non-ferrous.
12. Paint.
13. Rigid Foam.
14. Glass.
15. Plastics.
16. Carpet and pad.
17. Beverage containers.
18. Insulation.
19. Gypsum Board.
20. Piping.
21. Electrical conduit.
22. Porcelain Plumbing Fixtures.
23. Fluorescent Light Tubes (per Department of Toxic Substances Control regulations).

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 IMPLEMENTATION

- A. General: Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management during the entire duration of the Contract.
  1. Comply with operation, termination, and removal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator or designate on-site party to be responsible for implementing, monitoring, and reporting status of waste management work.
  1. Distribute copies of the Construction Waste Estimate and Waste Management Report forms to the Job Site Foreman and each Subcontractor.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- D. Meetings: Conduct Waste Management meetings with subcontractors who generate construction waste. Present current status of the Waste Management Report at regular job-site meetings.

### 3.2 SALVAGING DEMOLITION WASTE

- A. Comply with requirements in Section 02 40 00 "Demolition".

### 3.3 DEMOLITION AND CONSTRUCTION WASTE MANAGEMENT

- A. Materials Handling Procedures: Provide means by which waste materials will be protected from contamination and means to be employed in reuse or recycling of waste material consistent with requirements for acceptance by receiving facilities.
- B. Separation Facilities: Lay out and label a specific area to facilitate separation of materials for reuse and recycling. Recycling and waste bin areas shall be kept neat and clean and clearly marked to avoid contamination of materials.
- C. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations, and in accordance with specifications for such work as may be included in this Project.
- D. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at appropriate stages of the Project.

### 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

### 3.5 ATTACHMENTS

- A. Form 01 74 19.01: Construction Waste Estimate.
- B. Form 01 74 19.02: Waste Management Report.

END OF SECTION

## FORM 01 74 19.01 CONSTRUCTION WASTE ESTIMATE

This form must be completed by the Contractor. Attach additional sheets if necessary. Waste categories appropriate for diversion from landfill shall include but not be limited to categories listed below. Edit the list to suit Project's scope.

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CONTRACTOR'S / VENDOR'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Waste Material (edit to suit)	Unit	Estimated Quantity Generated	Percent to Landfill	Percent Reused	Percent Recycled
Land Clearing Debris	CY				
Soil	CY				
Wood	CY				
Sheet Wood	CY				
Concrete	CY				
Bricks	CY				
Concrete Masonry Units	CY				
Asphalt Concrete	CY				
Paper	CY				
Cement Fiber Products	CY				
Metal (ferrous)	TON				
Metal (non-ferrous)	LBS				
Paint	CF				
Rigid Foam	CF				
Glass	CF				
Plastics	CF				
Carper and Pad	SY				
Beverage Containers	LBS				
Insulation	CF				
Gypsum Board	CF				
Porcelain Plumbing Fixtures	EA				
Fluorescent Light Tubes	EA				

## FORM 01 74 19.02 WASTE MANAGEMENT REPORT

## QUANTITIES

Waste Material (edit to suit)	Unit	Date Removed	Total Quantity Generated	Percent to Landfill	Percent Reused	Percent Recycled
Land Clearing Debris	CY					
Soil	CY					
Wood	CY					
Sheet Wood	CY					
Concrete	CY					
Bricks	CY					
Concrete Masonry Units	CY					
Asphalt Concrete	CY					
Paper	CY					
Cement Fiber Products	CY					
Metal (ferrous)	TON					
Metal (non-ferrous)	LBS					
Paint	CF					
Rigid Foam	CF					
Glass	CF					
Plastics	CF					
Carper and Pad	SY					
Beverage Containers	LBS					
Insulation	CF					
Gypsum Board	CF					
Porcelain Plumbing Fixtures	EA					
Fluorescent Light Tubes	EA					

## FORM 01 74 19.02 WASTE MANAGEMENT REPORT

## COST/INCOME

Waste Material (edit to suit)	Unit	Receiving Facility	Landfill Cost in \$			Reused in \$		Recycled in \$	
			Handling	Transport	Fee	Cost	Income	Cost	Income
Land Clearing Debris	CY								
Soil	CY								
Wood	CY								
Sheet Wood	CY								
Concrete	CY								
Bricks	CY								
Concrete Masonry Units	CY								
Asphalt Concrete	CY								
Paper	CY								
Cement Fiber Products	CY								
Metal (ferrous)	TON								
Metal (non-ferrous)	LBS								
Paint	CF								
Rigid Foam	CF								
Glass	CF								
Plastics	CF								
Carper and Pad	SY								
Beverage Containers	LBS								
Insulation	CF								
Gypsum Board	CF								
Porcelain Plumbing Fixtures	EA								
Fluorescent Light Tubes	EA								
<b>TOTAL:</b>									

## SECTION 01 74 20

### RECYCLED CONTENT CERTIFICATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the recycled content certification.

##### 1.2 REFERENCES

- A. State Agency Buy Recycled Campaign: <https://www.calrecycle.ca.gov/buyrecycled/stateagency>.
  - 1. Access this website for information on the Buy Recycled Campaign.

##### 1.3 DEFINITIONS

- A. Product Categories: Recycled content categories identified for purchasing and reporting of products.
  - 1. Paper products.
  - 2. Printing and writing papers.
  - 3. Soil amendments and toppings.
  - 4. Erosion control products.
  - 5. Glass products.
  - 6. Lubricating oils.
  - 7. Plastic products.
  - 8. Paint.
  - 9. Tires.
  - 10. Tire-derived products.
  - 11. Antifreeze.
  - 12. Metals.
  - 13. Carpet.
  - 14. Pavement surfacing.
  - 15. Building finishes.
  - 16. Textiles.
- B. Recycled Content Product (RCP): All materials, goods, and supplies that are from one of the sixteen (16) Product Categories that meet the requirements identified in Public Contract Code, Section 12209, including any good or material that has been reused or refurbished without substantial alteration of its original form. For reused or refurbished products, there is no minimum content requirement.
- C. Non-Recycled Content Product (non-RCP): All materials, goods, and supplies that are from one of the sixteen (16) Product Categories having no recycled content or less than the minimum content or not meeting recyclability requirements, as identified in Public Contract Code, Section 12209.

## 1.4 REQUIREMENTS

- A. Recycled content reporting for the Project.
  - 1. Document and report the percentage of recycled content in materials, products, equipment and furnishings installed and provided for this Project.
  - 2. State Agency Buy Recycled Campaign (SABRC) is a joint effort between the Department of General Services and the California's Department of Resources Recycling and Recovery (CalRecycle) to implement State law. Public Contract Code, Sections 12200-12320, requires State agencies to purchase recycled content products instead of non-recycled content products in sixteen (16) product categories whenever price, quality, and availability are comparable, to ensure that a minimum percentage of purchases in those categories have recycled content, and report these purchases annually to CalRecycle. This certification and reporting are utilized to comply with those requirements.
  - 3. State and State's contractor(s) are required to purchase recycled content products in sufficient quantities to ensure that mandated recycled content products procurement goals are attained within sixteen (16) product categories.
  - 4. The sixteen (16) product categories and their respective minimum postconsumer-content requirements are outlined in SABRC Handout on CalRecycle website:  
<https://www2.calrecycle.ca.gov/Docs/Web/114687> .
  - 5. In order to help state agencies identify all reportable purchases and all reportable recycled content products purchases, Contractor is mandated by the Public Contract Code, Section 12205 to certify in writing to the State the minimum percentage, if not the exact percentage, of postconsumer recycled-content material in the products, materials, goods, and supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code, Section 12209.
  - 6. All products that can be classified as being in one of the sixteen (16) categories must be included in the reporting, whether the product is recycled content products or non-recycled content products. Only products that can be classified in one of the categories shall be reported.

## 1.5 SUBMITTALS

- A. Form 01 74 20.01 "Recycled Content Certification Worksheet": Submit with each product submittal from one of the sixteen (16) Product Categories, containing the following information:
  - 1. Product Description, with applicable specification section of product.
  - 2. Quantity of product.
  - 3. Estimated material dollar value including any taxes and delivery cost.
  - 4. Designate the Product Category for each product listed.
  - 5. Designate whether product is a Recycled Content Product.
  - 6. Estimate of percentage of material content.
  - 7. Attach a copy of the manufacturer's or vendor's data sheet showing recycled content percentages if product is reported as a Recycled Content Product.
- B. Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary": Submit with each product submittal from one of the sixteen (16) Product Categories, containing the following information:
  - 1. Product Category.
  - 2. All reportable purchases, quantity and dollar value including any taxes and delivery cost.
  - 3. Recycled Content Product purchases, quantity and dollar value including any taxes and delivery cost.

4. Percent of Recycled Content Product purchases, quantity and dollar value including any taxes and delivery cost.

## 1.6 CLASSIFICATION OF PRODUCTS

- A. Recycled content products and non-recycled content products that are made from multiple material types should be reported in the product category of the material type representing most of the product.

## PART 2 - PRODUCTS (Not used)

## PART 3 - EXECUTION

### 3.1 IMPLEMENTATION

- A. Recycled Content Manager: Designate an individual responsible for instructing suppliers and subcontractors, and overseeing and documenting results of Recycled Content Certification for the Project.
- B. Recycled Content Manager shall document results of submitted Form 01 74 20.01 "Recycled Content Certification Worksheets" on the Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary", in total for each product category. Only reportable products from one of the sixteen (16) categories should be recorded.
- C. Distribution:
  1. Recycled Content Manager shall insure that Form 01 74 20.01 "Recycled Content Certification Worksheet" is submitted with each product submittal from one of the sixteen (16) Product Categories or at intervals agreed to by the State's Representative for monitoring of the program.
  2. Recycled Content Manager shall provide copies of the Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary" at intervals agreed to by the State's Representative for monitoring of the program. At the conclusion of the construction and prior to final payment, Recycled Content Manager shall provide a copy of the final Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary" under provisions of Section 01 77 00 "Closeout Procedures".

### 3.2 ATTACHMENTS

- A. Form 01 74 20.01: Recycled Content Certification Worksheet (Example).
  1. An example of a completed form is attached for Contractor's reference. An electronic version of this form for Contractor's use will be provided by the State at the Project start meeting.
- B. Form 01 74 20.02: State Agency Buy Recycled Campaign Procurement Summary (Example).
  1. An example of a completed form is attached for Contractor's reference. An electronic version of this form for Contractor's use will be provided by the State at the Project start meeting.

END OF SECTION

RESDMSTR: 3/31/2025

RECYCLED CONTENT CERTIFICATION  
01 74 20 - 4

DGS000000136825

## FORM 01 74 20.01 RECYCLED CONTENT CERTIFICATION WORKSHEET (EXAMPLE)

This form must be completed by the contractor. The contractor must submit a worksheet with each product submittal to the State agency, with a row completed for each product supplied to the State. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled content material but it is within one of the 16 categories. Refer to footnotes following this form.

**PROJECT NAME:** Visitor's Non-Secure Entrance, Statewide Youth Correctional Agency      **PROJECT NUMBER:** 000000000001234

**CONTRACTOR'S / VENDOR'S NAME:** XYZ Contractors      **DATE:** December 1, 2024

**ADDRESS:** 4300 Pleasant Valley Dr, Lincoln Logs, CA 95000      **PROJECT DIRECTOR:** (AS NAMED)

**PHONE:** (123) 456-7890      **EMAIL:** Super.Intendent@xyzcont.com

Product Description / Specification Section	Quantity	Estimated Dollars	Product Category <sup>1</sup>	RCP Y/N?	Virgin Content (Percent) <sup>2</sup>	Postconsumer Material (Percent) <sup>3</sup>	Secondary Material (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
High Impact Resistant Gypsum Board / 092900	N/A	\$2,500	Paper	Y	50	10	40	100%
Cellulose Building Insulation / 072126	N/A	\$10,000	Paper	Y	20	10	70	100%
Underslab Vapor Barrier / 033000	N/A	\$1,500	Plastic	Y	20	20	60	100%
Electrical Cover Plates / 260533	N/A	\$2,500	Plastic	N	90	0	10	100%
Interior and Exterior Paint / 099100	300gal	\$8,000	Paint	N	100	0	0	100%
Recessed Entrance Mats / 124800	N/A	\$1,800	Tire Derived	Y	40	20	40	100%
Ceramic Tile / 093013	N/A	\$5,000	Glass	Y	35	10	55	100%
Exterior and Interior Windows / 085000	N/A	\$30,000	Glass	N	70	10	20	100%
Metal Studs / 092216	N/A	\$6,000	Metal	Y	65	15	10	100%

Public Contract Code Section 12205 (b) requires all businesses to certify in writing, under penalty of perjury, the minimum percentage, if not the exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State.

Public Contract Code Section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum percentage, if not the exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State.

Printed name of person completing form

Title

Signature of person completing form

**Footnotes**

***You must submit copies of this form and/or other documentation for each product that is reportable.***

1. Product category refers to one of the product categories into which the reportable product purchase falls. For products made from multiple materials, choose the category that comprises most of the product, either by a weight or volume criteria. The product categories and corresponding content requirements are defined as follows:
  1. Paper products
  2. Printing and writing papers
  3. Soil amendments and toppings
  4. Erosion control products
  5. Glass products
  6. Lubricating oils
  7. Plastic products
  8. Paint
  9. Tires
  10. Tire-derived products
  11. Antifreeze
  12. Metal
  13. Carpet
  14. Pavement surfacing
  15. Building finishes
  16. Textiles

Minimum content and recyclability requirements for the above product categories are identified in Public Contract Code, Section 12209. For reused or refurbished products, there is no minimum content requirement.

2. Virgin material content is that portion of the product made from non-recycled material, that is, the material is neither secondary nor postconsumer material.
3. Postconsumer material is defined as “a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes.” This is material such as newspaper that you read and was recycled and then made into recycled-content newsprint or some other recycled product. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.

4. Secondary material is defined as "fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes postconsumer material, but does not include excess virgin resources of the manufacturing process." This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled-content newsprint. The material (product) did not get to the consumer before being recycled.  
**For example**, if a printing and writing paper contained 20 percent postconsumer material, you would indicate 20 percent in the postconsumer column and 80 percent in the virgin column. If the product had 40 percent secondary material and 20 percent postconsumer material, you would indicate 40 percent in the secondary column, 20 percent in the postconsumer column, and 40 percent in the virgin column. To meet the 50/10 content requirement of another product category, the product would contain 50 percent recycled content (40 percent secondary and 10 percent postconsumer material) and 50 percent virgin material.
5. The sum of the virgin column, the postconsumer column, and the secondary column must equal 100 percent.

**Note:** Products that are made from multiple material types should be reported in the product category of the material type representing most of the product. The amount of material used in the product can be measured by weight or volume. If, for instance, a chair is made from steel, aluminum, and plastic and most of the material, either by weight or volume, is plastic, report it as a plastic product. If, however, most of the product, either by weight or volume, is metal, report the purchase as a metal product.

FORM 01 74 20.01 RECYCLED CONTENT CERTIFICATION WORKSHEET

This form must be completed by the contractor. The contractor must submit a worksheet with each product submittal to the State agency, with a row completed for each product supplied to the State. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled content material but it is within one of the 16 categories. Refer to footnotes following this form.

**PROJECT NAME:** \_\_\_\_\_ **PROJECT NUMBER:** \_\_\_\_\_

**CONTRACTOR'S / VENDOR'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PROJECT DIRECTOR: \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

Public Contract Code Section 12205 (b) requires all businesses to certify in writing, under penalty of perjury, the minimum percentage, if not the exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State.

Public Contract Code Section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum percentage, if not the exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State.

---

Printed name of person completing form

Title

Signature of person completing form

#### Footnotes

**You must submit copies of this form and/or other documentation for each product that is reportable.**

1. Product category refers to one of the product categories into which the reportable product purchase falls. For products made from multiple materials, choose the category that comprises most of the product, either by a weight or volume criteria. The product categories and corresponding content requirements are defined as follows:

1. Paper products	7. Plastic products	13. Carpet
2. Printing and writing papers	8. Paint	14. Pavement surfacing
3. Soil amendments and toppings	9. Tires	15. Building finishes
4. Erosion control products	10. Tire-derived products	16. Textiles
5. Glass products	11. Antifreeze	
6. Lubricating oils	12. Metal	

Minimum content and recyclability requirements for the above product categories are identified in Public Contract Code, Section 12209. For reused or refurbished products, there is no minimum content requirement.

2. Virgin material content is that portion of the product made from non-recycled material, that is, the material is neither secondary nor postconsumer material.

3. Postconsumer material is defined as "a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes." This is material such as newspaper that you read and was recycled and then made into recycled-content newsprint or some other recycled product. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.

#### RECYCLED CONTENT CERTIFICATION WORKSHEET

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4. Secondary material is defined as "fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes postconsumer material, but does not include excess virgin resources of the manufacturing process." This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled-content newsprint. The material (product) did not get to the consumer before being recycled.  
**For example**, if a printing and writing paper contained 20 percent postconsumer material, you would indicate 20 percent in the postconsumer column and 80 percent in the virgin column. If the product had 40 percent secondary material and 20 percent postconsumer material, you would indicate 40 percent in the secondary column, 20 percent in the postconsumer column, and 40 percent in the virgin column. To meet the 50/10 content requirement of another product category, the product would contain 50 percent recycled content (40 percent secondary and 10 percent postconsumer material) and 50 percent virgin material.
5. The sum of the virgin column, the postconsumer column, and the secondary column must equal 100 percent.

**Note:** Products that are made from multiple material types should be reported in the product category of the material type representing most of the product. The amount of material used in the product can be measured by weight or volume. If, for instance, a chair is made from steel, aluminum, and plastic and most of the material, either by weight or volume, is plastic, report it as a plastic product. If, however, most of the product, either by weight or volume, is metal, report the purchase as a metal product.

#### RECYCLED CONTENT CERTIFICATION WORKSHEET

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RESDMSTR: 3/31/2025

DGS000000136825

FORM 01 74 20.02 STATE AGENCY BUY RECYCLED CAMPAIGN PROCUREMENT SUMMARY (EXAMPLE)

Attach copies of the recycled-content certification form(s) and/or other documentation for each product that contains any amount of recycled material. Refer to footnotes following this form.

**PROJECT NAME:** Visitor's Non-Secure Entrance, Statewide Youth Correctional Agency **PROJECT NUMBER:** 000000000001234  
**CONTRACTOR'S / VENDOR'S NAME:** XYZ Contractors **DATE:** December 1, 2024  
**ADDRESS:** 4300 Pleasant Valley Dr, Lincoln Logs, CA 95000 **PROJECT DIRECTOR:** (AS NAMED)  
**PHONE:** (123) 456-7890 **EMAIL:** Super.Intendent@xyzcont.com

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
<b>Product Category<sup>1</sup></b>	<b>All Reportable Purchases (QUANTITY)<sup>2</sup></b>	<b>All Reportable Purchases (DOLLARS)<sup>3</sup></b>	<b>RCP Purchases (QUANTITY)<sup>4</sup></b>	<b>RCP Purchases (DOLLARS)<sup>5</sup></b>	<b>Percent of RCP (QUANTITY)<sup>6</sup></b>	<b>Percent of RCP (DOLLARS)<sup>7</sup></b>
Paper products		\$ 18,000.00		\$ 12,500.00		70%
Printing and writing paper		\$ 0.00		\$0.00		0%
Soil amendments and toppings	0(cu yd)	\$ 0.00	0(cu yd)	\$ 0.00	0%	0%
Erosion control products		\$ 20,000.00		\$ 20,000.00		100%
Glass products		\$ 35,000.00		\$ 5,000		14%
Lubricating oils	0(gal)	\$ 0.00	0(gal)	\$ 0.00	0%	0%
Plastic products		\$ 4,000.00		\$ 1,500.00		38%
Paint	300(gal)	\$ 8,000.00	0(gal)	\$ 0.00	0%	0%
Tires	0	\$ 0.00	0	\$ 0.00	0%	0%
Tire-derived products		\$ 2,000.00		\$ 2,000.00		100%
Antifreeze	0(gal)	\$ 0.00	0(gal)	\$ 0.00	0%	0%
Metal		\$ 11,000.00		\$ 6,000.00		54%
Carpet	12,000 (sq ft)	\$ 78,000.00	4,000 (sq ft)	\$ 42,000.00	33%	54%
Pavement surfacing	150 (ton)	\$50,000	75 (ton)	\$ 20,000.00	50%	40%

STATE AGENCY BUY RECYCLED CAMPAIGN PROCUREMENT SUMMARY (EXAMPLE)

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RESDMSTR: 3/31/2025

DGS000000136825

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Product Category <sup>1</sup>	All Reportable Purchases (QUANTITY) <sup>2</sup>	All Reportable Purchases (DOLLARS) <sup>3</sup>	RCP Purchases (QUANTITY) <sup>4</sup>	RCP Purchases (DOLLARS) <sup>5</sup>	Percent of RCP (QUANTITY) <sup>6</sup>	Percent of RCP (DOLLARS) <sup>7</sup>
Building finishes		\$ 25,000.00		\$ 5,000.00		20%
Textiles		\$12,000.00		\$2,000.00		17%
	<b>Total<sup>8</sup>:</b> <b>\$ 263,000</b>			<b>Total<sup>9</sup>:</b> <b>\$ 116,000</b>		<b>Total<sup>10</sup>:</b> <b>44.1%</b>

#### Footnotes

**Attach copies of the recycled-content certification forms and/or other documentation for each product.**

**Note:** All purchases within these product categories, regardless of the source of the product or the type of contract used to purchase them, should be included in your report. Include **all** product purchases — RCPs and non-RCPs.

1. Include **all** purchases (RCPs and non-RCPs) within the 16 product categories. RCPs outside of the 16 product categories **cannot** be counted toward attaining the procurement goals and are not reportable.
2. Indicate the quantity (units) of **all** purchases (RCPs and non-RCPs) in each product category during the course of the project. Quantities do not need to be reported for the product categories with shading.
3. Indicate the total dollars spent on **all** purchases (RCPs and non-RCPs) in each product category purchased during the course of the project.
4. Indicate the total quantity (units) of RCPs purchased during the course of the project. Quantities do not need to be reported for the product categories with shading.
5. Indicate the total dollars spent on RCPs during the course of the project for each category.
6. Indicate the percentage of RCPs purchased. The percent recycled is calculated by dividing the figure in column 4 by the figure in column 2 and multiplying by 100. Percentages do not need to be calculated for the product categories with shading.
7. Indicate the percentage of total dollars spent on RCPs in each category. The percentage recycled is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.
8. The total of column 3 should be equivalent to the total estimated dollars spent on **all** products (RCPs and non-RCPs) during the course of the project.
9. The total of column 5 should be equivalent to the estimated total dollars spent on reportable RCPs during the course of the project.
10. Column 7 is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.

# FORM 01 74 20.02 STATE AGENCY BUY RECYCLED CAMPAIGN PROCUREMENT SUMMARY

Attach copies of the recycled-content certification form(s) and/or other documentation for each product that contains any amount of recycled material. Refer to footnotes following this form.

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CONTRACTOR'S / VENDOR'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PROJECT DIRECTOR: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Product Category <sup>1</sup>	All Reportable Purchases (QUANTITY) <sup>2</sup>	All Reportable Purchases (DOLLARS) <sup>3</sup>	RCP Purchases (QUANTITY) <sup>4</sup>	RCP Purchases (DOLLARS) <sup>5</sup>	Percent of RCP (QUANTITY) <sup>6</sup>	Percent of RCP (DOLLARS) <sup>7</sup>
Paper products						
Printing and writing paper						
Soil amendments and toppings						
Erosion control products						
Glass products						
Lubricating oils						
Plastic products						
Paint						
Tires						
Tire-derived products						
Antifreeze						
Metal						
Carpet						
Pavement surfacing						

## STATE AGENCY BUY RECYCLED CAMPAIGN PROCUREMENT SUMMARY

01 74 20.02 - 1

RESDMSTR: 3/31/2025

DGS000000136825

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Product Category <sup>1</sup>	All Reportable Purchases (QUANTITY) <sup>2</sup>	All Reportable Purchases (DOLLARS) <sup>3</sup>	RCP Purchases (QUANTITY) <sup>4</sup>	RCP Purchases (DOLLARS) <sup>5</sup>	Percent of RCP (QUANTITY) <sup>6</sup>	Percent of RCP (DOLLARS) <sup>7</sup>
Building finishes						
Textiles						
	Total <sup>8</sup> : \$			Total <sup>9</sup> : \$		Total <sup>10</sup> : %

#### Footnotes

**Attach copies of the recycled-content certification forms and/or other documentation for each product.**

**Note:** All purchases within these product categories, regardless of the source of the product or the type of contract used to purchase them, should be included in your report. Include **all** product purchases — RCPs and non-RCPs.

1. Include **all** purchases (RCPs and non-RCPs) within the 16 product categories. RCPs outside of the 16 product categories **cannot** be counted toward attaining the procurement goals and are not reportable.
2. Indicate the quantity (units) of **all** purchases (RCPs and non-RCPs) in each product category during the course of the project. Quantities do not need to be reported for the product categories with shading.
3. Indicate the total dollars spent on **all** purchases (RCPs and non-RCPs) in each product category purchased during the course of the project.
4. Indicate the total quantity (units) of RCPs purchased during the course of the project. Quantities do not need to be reported for the product categories with shading.
5. Indicate the total dollars spent on RCPs during the course of the project for each category.
6. Indicate the percentage of RCPs purchased. The percent recycled is calculated by dividing the figure in column 4 by the figure in column 2 and multiplying by 100. Percentages do not need to be calculated for the product categories with shading.
7. Indicate the percentage of total dollars spent on RCPs in each category. The percentage recycled is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.
8. The total of column 3 should be equivalent to the total estimated dollars spent on **all** products (RCPs and non-RCPs) during the course of the project.
9. The total of column 5 should be equivalent to the estimated total dollars spent on reportable RCPs during the course of the project.
10. Column 7 is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.

## SECTION 01 74 23

### CLEANING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Perform cleaning and disposal work as specified, complete. This Section forms a part of all other Sections of the specifications and shall be coordinated with such additional cleaning and disposal requirements as may be specified in other Sections.

##### 1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction; Paragraph 3.16, Cleaning Up.
- B. Section 01 74 19: Construction Waste Management.
- C. Pertinent Specification Sections: Specific requirements for cleaning.

##### 1.03 CLEANING IN GENERAL

- A. Contractor shall at all times keep premises free from accumulations of waste material or rubbish caused by Contractor's employees or work, or employees or work of subcontractors, and shall remove rubbish from and about areas of Work and Contractor's and subcontractors' tools, scaffolding and surplus materials and shall leave the Work "broom clean", or its equivalent, except as hereinafter specified. In case of dispute between Contractor and other contractors employed on or about the work areas, as to responsibility for removal of rubbish, etc., or in case debris is not promptly removed as herein required, the State may remove rubbish, etc., and backcharge the Contractor.
- B. At all times, Project working area and site shall be kept clean and orderly. Dirt, debris, waste, rubbish and disused implements and equipment shall be removed frequently and not allowed to accumulate more than 24 hours. Flammable and toxic materials shall not be stored in structures.

##### 1.04 FINAL CLEANING

- A. Within Contract limits, clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
  1. Clean equipment and fixtures to sanitary condition, clean or replace filters of mechanical equipment.
  2. Clean roofs, gutters, downspouts and drainage systems.
- B. Clean site: Sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish and construction facilities from Project and from site.
- D. Dust, dirt, stains, hand marks, paint spots, and like defects shall be completely removed from surfaces. Metal surfaces shall be cleaned, using only non-corrosive and non-abrasive materials.

E. Final Inspection: Deficient cleaning operations, as determined by the State, shall be immediately corrected as directed.

#### 1.05 DISPOSAL

A. Under no circumstances shall rubbish or waste material be disposed of in site fills or backfills. Debris, rubbish, and waste or surplus material shall be removed from the State property daily and legally disposed of.

END OF SECTION

SECTION 01 75 00  
STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Procedures for starting, testing, adjusting, and balancing of the following systems:
  - a. Diesel and propane generators
  - b. HVAC systems.
  - c. Testing and adjusting as required for microwave installation

1.2 SUBMITTALS

A. Sequencing Schedule:

1. Preliminary schedule listing times and dates for start-up of each item of equipment, in sequence: Submit two weeks prior to proposed dates. Accepted Schedule shall be the sequencing schedule.

B. Reports:

1. Submit manufacturer authorized representative's reports within one week after start-up, listing start-up dates.
2. Submit final reports of testing, adjusting, and balancing performed. Submit reports of testing, adjusting, and balancing which are postponed due to seasonal, climatic, occupancy, or other reasons beyond Contractor's control, promptly after execution of those services.

C. Qualification Statements: For manufacturer's authorized representative.

1.3 QUALITY ASSURANCE

A. When specified in individual Specifications Sections, require manufacturer to provide authorized representative to be present at site to perform the following:

1. Inspect, check, and approve equipment or system installation prior to start-up.
2. Supervise placing equipment or system in operation.
3. Provide written report that equipment or system has been properly installed and is functioning correctly.

B. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to the State Construction Inspector to facilitate spot checks during testing. Retain possession of instruments and remove upon completion of services.

#### 1.4 PROJECT CONDITIONS

- A. Ensure building is enclosed and weathertight.
- B. Ensure excess packing and shipping bolts are removed.
- C. Ensure interdependent systems have been checked and are operational.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 GENERAL

- A. Prepare each system for testing and balancing.
- B. Comply with procedural standards of certifying association under whose standards service will be performed. Accurately record data for each step.
- C. Report to State Construction Inspector about defects or deficiencies noted during performance of services.

##### 3.2 EXAMINATION

- A. Verify Project conditions comply with specified and manufacturer's requirements.
- B. Verify status of work meets requirements for start-up of equipment and systems.

##### 3.3 PREPARATION

- A. Coordinate sequence of start-up for various items of equipment.
- B. Notify the State Inspector seven (7) days prior to start-up of each item of equipment.
- C. Have Contract Documents, shop drawings, product data, and operation and maintenance data at hand during entire start-up process.
- D. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- E. Verify control systems are fully operational in automatic mode.
- F. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- G. Verify that wiring and support components for equipment, motors and controls are complete and tested.
  1. Bearings: Inspect for cleanliness. Clean and remove foreign matter. Verify alignment and take corrective measures, if required.

#### STARTING AND ADJUSTING

2. Drives: Inspect for tension on belt drives, adjustment of variable pitch sheaves and drives, alignment, proper equipment speed and cleanliness. Take corrective measures, if required.
3. Motors: Verify that motor amperage agrees with nameplate value. Inspect for conditions which produce excessive current flow, and which exist due to equipment malfunction. Take corrective measures, if required.

#### 3.4 STARTING SYSTEMS

- A. Execute start-up under supervision of Contractor's personnel and/or manufacturer's representative when so specified in accordance with manufacturer's instructions.
- B. Place equipment for operation in proper sequence, in accordance with approved sequencing schedule.

END OF SECTION

SECTION 01 77 00  
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Beneficial Occupancy procedures.
2. Completion procedures.
3. Warranties.
4. Record Drawings.
5. Operation manuals.
6. Maintenance manuals.
7. Operation and maintenance documentation directory manuals.
8. Final cleaning.

1.2 DEFINITIONS

A. Punch-list (List of Incomplete Items): Contractor-prepared list of items to be completed or corrected, prepared for the State's use prior to State's inspection, to determine if the Work is complete.

1.3 SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's Punch-list: Initial submittal at Beneficial Occupancy.

C. Certified Punch-list: Final submittal at Completion.

D. Certificate of Insurance: For continuing coverage.

E. Guaranties, Warranties and Bonds: Submittal prior to Final Inspection.

F. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.

G. Record Drawings Reports: Submit written report monthly at the time of Application for Payment submittal indicating items incorporated into Project Record Drawings concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

H. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specifications Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

CLOSEOUT PROCEDURES

1. Format: Submit operation and maintenance manuals in the following format:
  - a. Submit on digital media acceptable to State. Enable reviewer comments on draft submittals.
  - b. Submit (2) sets of bound hard copies. One to be kept onsite the other to be delivered to the owner.
- I. Certification of Disabled Veteran Business Enterprise Participation: Submit Form STD 817 with final Application for Payment.
- J. Certification of Small Business Participation:
  1. Preliminary Report upon Completion of the Work.
  2. Final Report upon receipt of Final Payment.
- K. Waste Management Report: Submittal prior to Final Inspection. Provide as specified in individual Specifications Section.
- L. Recycled-Content Certification Worksheet: Submittal prior to Final Inspection. Provide as specified in individual Specifications Section.
- M. State Agency Buy Recycled Campaign Procurement Summary: Submittal prior to Final Inspection. Provide as specified in individual Specifications Section.
- N. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

#### 1.4 COMPLETION PROCEDURES

- A. Punch-list: Prepare and submit a list of items to be completed and corrected a minimum of 30 calendar days prior to the end of the Contract Time.
- B. Submittals Prior to Completion: Before requesting final inspection for determining the date of Completion of the Work, complete the following.
  1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting State unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including Waste Management Report and Recycled-Content Certification Worksheet.
  3. Submit Project Record Drawings, and similar final record information.
  4. Submit each operation and maintenance manual in final form prior to requesting inspection for Completion and at least 30 days before commencing demonstration and training.
  5. Submit closeout submittals specified in individual Sections, including warranties, certifications, training and similar documents.
  6. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by State. Label with manufacturer's name and model number. Obtain State's signature for receipt of submittals.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section.
7. Submit testing, adjusting, and balancing records.

#### CLOSEOUT PROCEDURES

8. Submit Final Completion photographic documentation.

C. Procedures Prior to Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Completion of the Work. List items below that are incomplete at time of request.

1. Make final changeover of permanent locks and deliver keys to State. Advise State's personnel of changeover in security provisions.
2. Complete startup and testing of systems and equipment.
3. Perform preventive maintenance on equipment used prior to Completion.
4. Instruct State's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
5. Advise State of changeover in utility services.
6. Participate with State in conducting inspection and walkthrough with authorities having jurisdiction.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Final Inspection: Submit a written request for final inspection to determine Completion a minimum of 14 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, State will either proceed with inspection or notify Contractor of unfulfilled requirements. After inspection, State will notify Contractor of items, either on Contractor's list or additional items identified by State, that must be completed or corrected before Acceptance of the Work.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

E. Submittals After Final Inspection:

1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Certified Punch-list: Submit certified copy of punch list, endorsed and dated by Architect or Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

F. Completion of the Work date and Acceptance of the Work will be determined as specified in Document 00 72 00 "General Conditions of the Contract for Construction", Article 8.6.

## 1.5 PUNCH-LIST ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.

## CLOSEOUT PROCEDURES

2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information on each page:
  - a. Project name and number.
  - b. Date.
  - c. Page number.
4. Submit list of incomplete items in the following format:
  - a. MS Excel Electronic File: State will return annotated file.
  - b. PDF Electronic File: State will return annotated file.
  - c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.6 CONTRACTOR'S CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

- A. Submit, upon Completion of the Work, together with a final Application for Payment, complete and accurate Form STD 817 "Prime Contractor's Certification – DVBE Subcontractor Report". The State shall review the Form STD 817, and if it is determined to be complete and accurate, the payment will be authorized.
- B. If the Form STD 817 is late or determined to be incomplete or inaccurate, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), and provide the Contractor with a notice allowing at least 15 days, but not more than 30 days to cure the defect.
  1. If the Contractor does not comply by the deadline identified in the Cure Notice, the State shall permanently deduct the ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000).

1.7 CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS (SB) PARTICIPATION

- A. If final payment has been made to Small Business, upon Completion of the Work, submit the two-page certification, Forms 01 77 00.01 and 01 77 00.02 "Contractor's Certification of Small Business Participation".
- B. If retention has been withheld, and final payment to Small Business subcontractors will not be made until the Contractor has received final payment from the State, Contractor shall:
  1. Upon completion of the Work submit the two-page certification, Forms 01 77 00.01 and 01 77 00.02 "Contractor's Certification of Small Business Participation"; and mark the box entitled "PRELIMINARY REPORT" on Form 01 77 00.02.
  2. Within 30 days of receipt of final payment submit an updated two-page certification, Forms 01 77 00.01 and 01 77.00.02 "Contractor's Certification of Small Business Participation" and mark the box entitled "FINAL REPORT" on Form 01 77 00.02. The FINAL REPORT shall be mailed to: DGS, Real Estate Services Division, Project Management & Development Branch, 707 Third Street 4th Floor, West Sacramento, CA 95605; or sent as a scanned Adobe PDF or similar e-mail attachment to State's Representative.
- C. When completing the Certification, include all Small Businesses even if the firms were not listed at bid time when completing percentage calculations. Provide comments if Small Business

CLOSEOUT PROCEDURES

utilization was different than that approved in original Agreement. The second page of the Certification may be copied as needed to list all firms.

## 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Standard Guarantee: Refer to Document 00 72 00 "General Conditions of the Contract for Construction", Article 3.5. Submittal is not required for a standard one year guarantee for Work on this project.
- B. Additional Guarantees/Warranties: Provide additional guarantees/warranties, in excess of one year, where specifically required by individual Specifications Sections. Additional guarantees/warranties will commence on the date of Completion of the Work as established by the State's Representative.
- C. Time of Submittal: Submit written warranties on request of State for designated portions of the Work where warranties are indicated to commence on dates other than date of Completion, or when delay in submittal of warranties might limit State's rights under warranty.
  - 1. For equipment put into use with State's permission during construction, submit warranties within 10 days after first operation.
- D. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- E. Provide duplicate, notarized copies of warranties. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers.
- F. Warranties:
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name and number, and name of Contractor.
- G. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- H. Provide additional copies of each warranty to include in operation and maintenance manuals.

## 1.9 RECORD DRAWINGS

- A. General: Use one set of State furnished paper copies of the Contract Drawings as record prints.
- B. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
  - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an acceptable drawing technique.
  - c. Information entered on record prints shall be neat, legible, and emphasized by drawing "revision clouds" around changed items.
  - d. Symbols and designations used in preparing record prints shall match those used in Contract Drawings.
  - e. Record data as soon as possible after obtaining it.
  - f. Record and check the markup before enclosing concealed installations.
  - g. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
  - a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Special measurements.
  - k. Changes made by Change Order.
  - l. Changes made following Additional Detailed Instructions.
  - m. Details not on the original Contract Drawings.
  - n. Field records for variable and concealed conditions.
  - o. Record information on the Work that is shown only schematically.
  - p. Miscellaneous records required by other Specification Sections.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Change Order, Request for Information and Additional Detailed Instructions numbers, and similar identification, where applicable.

#### 1.10 MAINTENANCE OF RECORD DRAWINGS

- A. Maintenance of Record Drawings: Store Record Drawings in the field office apart from the Contract Documents used for construction. Do not use Project Record Drawings for construction purposes. Maintain Record Drawings in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Drawings for State reference during normal working hours.
- B. Monthly Applications for Payments will not be processed without review and approval of Project Record Drawings by the State.

#### CLOSEOUT PROCEDURES

- C. Final Inspection will not be scheduled until Project Record Drawings are submitted to the State.

#### 1.11 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
  3. All material shall be neatly typewritten; handwritten instructions are not acceptable.
  4. Extraneous Data: Where contents of manuals include manufacturers' catalog pages, clearly indicate precise items included in this installation and delete, or otherwise clearly indicate, manufacturer's data with which this installation is not concerned.

#### 1.12 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
  1. Subject matter included in manual.
  2. Name and address of Project.
  3. Date of submittal.
  4. Name and contact information for Contractor.
  5. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system.
  1. Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by State's operating personnel for types of emergencies indicated.

a. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

- 1) Fire.
- 2) Flood.
- 3) Gas leak.
- 4) Water leak.
- 5) Power failure.
- 6) Water outage.
- 7) System, subsystem, or equipment failure.
- 8) Chemical release or spill.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents.

#### 1.13 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:

1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

#### 1.14 OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by State's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.

#### CLOSEOUT PROCEDURES

8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

## 1.15 MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by State's operating personnel.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

## CLOSEOUT PROCEDURES

D. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

E. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

F. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Types of cleaning agents to be used and methods of cleaning.
7. List of cleaning agents and methods of cleaning detrimental to product.
8. Schedule for routine cleaning and maintenance.
9. Demonstration and training video recording, if available.

G. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

H. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

I. Warranties: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties.

1. Include procedures to follow and required notifications for warranty claims.

#### CLOSEOUT PROCEDURES

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Completion for entire Project or for a designated portion of Project:

- a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
- c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
- h. Vacuum and mop hard surfaces.
- i. Remove labels that are not permanent.
- j. Wipe surfaces of mechanical and electrical equipment[ and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

## CLOSEOUT PROCEDURES

- k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - m. Clean ducts, blowers, and coils as required by Sustainable Design Requirements.
  - n. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
  - o. Clean strainers.
  - p. Remove snow and ice to provide safe access to building.
- C. Deficient cleaning operations, as determined by the State, shall be immediately corrected as directed.
- D. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.
- E. Construction Waste Disposal: Comply with waste-disposal requirements.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 01 73 00 "Execution" before requesting inspection for determination of Completion.

### 3.3 ATTACHMENTS

- A. Certification of Disabled Veteran Business Enterprise Participation: Form STD 817 "Prime Contractor's Certification – DVBE Subcontractor Report"
- B. Certification of Small Business Participation: 2 pages.
  - 1. Form 01 77 00.01: Contractor's Certification of SB Participation (the first page).
  - 2. Form 01 77 00.02: Contractor's Certification of SB Participation (the second page).

END OF SECTION

STATE DEPARTMENT AND CONTRACT INFORMATION							
State Department Information		Contract Information		Prime Contractor Information		FOR STATE USE ONLY	
State Department Name:		Contract #:		Name:		Date Received:	
State Department Address:		FISCAL Supplier ID#:		Address:			
Contract Manager Name:		Contract Execution Date:		Phone #:			
Contract Manager Phone #:		Date Work Completed:		Email:			
Contract Manager Email Address:		Contract Award Amount:		Date Last Payment Received:			
				Contract Received Amount:			
<b>SECTION 3</b> <b>List all Disabled Veteran Business Enterprise firms involved with this contract.</b>							
(A) DVBE Subcontractor(s) Name	(B) DVBE Subcontractor(s) Address	(C) DVBE Certification ID Number	(D) Total Contract Commitment Percentage to DVBE	(E) Total Contract Commitment Amount to DVBE	(F) Total Payment Amount to DVBE	(G) Difference in Amount Paid to DVBE (F - E)	(H) Percentage Paid to DVBE (F/Contract Received Amount)
<b>Number of DVBE Subcontractors</b>				<b>Grand Total</b>	\$ 0.00	\$ 0.00	0.00%
1.					0.00%	0.00	0.00%
2.					0.00%	0.00	0.00%
3.					0.00%	0.00	0.00%
4.					0.00%	0.00	0.00%
5.					0.00%	0.00	0.00%
6.					0.00%	0.00	0.00%
7.					0.00%	0.00	0.00%
8.					0.00%	0.00	0.00%
9.					0.00%	0.00	0.00%
10.					0.00%	0.00	0.00%
11.					0.00%	0.00	0.00%
12.					0.00%	0.00	0.00%
13.					0.00%	0.00	0.00%
<b>(I) Comments/Explanations</b>							

STATE DEPARTMENT AND CONTRACT INFORMATION		Prime Contractor Information		FOR STATE USE ONLY	
State Department Information	Contract Information			Date Received:	
State Department Name:	Contract #:	Name:			
State Department Address:	FISCal Supplier ID#:	Address :			
Contract Manager Name:	Contract Execution Date:	Phone #:			
Contract Manager Phone #:	Date Work Completed:	Email:			
Contract Manager Email Address:	Contract Award Amount:	Date Last Payment Received:			
		Contract Received Amount:			
<b>List all Disabled Veteran Business Enterprise firms involved with this contract.</b>					
(A)	(B)	(C)	(D)	(E)	(F)
DVBE Subcontractor(s) Name	DVBE Subcontractor(s) Address	DVBE Certification ID Number	Total Contract Commitment Percentage to DVBE	Total Contract Commitment Amount to DVBE	Total Payment Amount to DVBE
Number of DVBE Subcontractors	Total	\$	0.00	\$	0.00
14.			0.00%		
15.			0.00%		
16.			0.00%		
17.			0.00%		
18.			0.00%		
19.			0.00%		
20.			0.00%		
21.			0.00%		
22.			0.00%		
23.			0.00%		
24.			0.00%		
25.			0.00%		
26.			0.00%		
27.			0.00%		
28.			0.00%		
29.			0.00%		
30.			0.00%		
31.			0.00%		
32.			0.00%		
33.			0.00%		
34.			0.00%		
35.			0.00%		
36.			0.00%		
Attach copies of this page for additional lines					

I certify under penalty of perjury under the laws of the State of California that all information submitted is true and correct.

Americans with Disabilities (ADA) Notice: Persons with disabilities requiring reasonable modifications should contact the OSDS Report Coordinator at OSDSReports@dgs.ca.gov

## Form Completion Instructions

### **GENERAL INFORMATION:** Military and Veteran Code (MVC)

999.5(d), 999.7 and Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractors that committed to have a Disabled Veteran Business Enterprise (DVBE) perform an element of work for a contract to report DVBE subcontractor participation information and certify to the state that all DVBE subcontracting payments were made. Departments are required to withhold \$10,000 from the final payment, or the full payment if less than \$10,000, on contracts until the Prime Contractor complies with the certification requirements by submitting this form.

If prime contractors do not comply with the requirements after given notice to cure by the state departments, the withheld amount will be permanently deducted.

All contracted work must be completed before submission of invoice(s) and this certification form.

Prime Contractors are required to maintain records supporting the information submitted on this form and that all payments to DVBE subcontractor(s) were made. Upon request, proof of payment must be provided (MVC 999.5(d)).

### **INCLUDE**

- **ONLY ONE contract per Report**

- All DVBEs that performed an element of work for this contract regardless of tier

**Contract Manager Phone Number:** Enter the Contract Manager phone #

**Contract Manager Email Address:** Enter the Contract Manager email address

**Contract Information**

**Contract Number:** Enter the Contract Number

**Contractor's FI\$Cal Supplier ID Number:** Enter your FI\$Cal supplier ID number

**Date Work Completed:** Enter the date the work was completed on the contract

**Contract Award Amount:** Enter the total dollar amount awarded for this contract including all financial amendments

**Form Completion Instructions**

Prime Contractor Information:

TABLE INSTRUCTIONS

**Prime Contractor Name:** Enter your name as shown on the contract

**Prime Contractor Address:** Enter your address

**Phone Number:** Enter your number (with area code)

**Email Address:** Enter your email address

**Date Last Payment Received:** Enter the date the last payment for work performed was received

**Contract Received Amount:** Enter the dollar amount of the last payment received  
*For State Use Only*

**Date STD 817 Received:** Enter date the Contract Manager received the STD 817 from the Prime Contractor

**A) DVBE Subcontractor(s) Name:** Enter the name of all DVBEs that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s). (Use additional lines if the name does not fit on a single line) Use page two for additional lines.

**B) DVBE Subcontractor(s) Address:** Enter the address of each DVBE (Use page 2 for additional lines if address does not fit on a single line)

**C) DVBE Certification ID Number:** Enter each DVBE's certification number

**D) Total Contract Commitment Percentage to DVBE:** Enter the total percentage of contracted dollars to each DVBE at the time of award

**E) Total Contract Commitment Amount to DVBE:** Enter the entire amount contracted to each DVBE at the time of award

**F) Total Payment Amount to DVBE:** Enter the total amount paid to all DVBEs that performed an element of work or were suppliers for this contract

## **Form Completion Instructions**

**Note: Complete and accurate certifications are due upon completion of contract.**

**G) Difference in Amount Paid to DVBE:** The form will compute the difference of DVBE dollars contracted compared to dollars paid

**H) Percentage Paid to DVBE:** The form will compute the percentage paid to DVBEs using the Contract Received Amount entered under State and Contract Information

### **Instructions /**

**I) Comments/Explanations:** Enter any relevant comments and explanations for any differences between the DVBE amounts or percentages committed and paid. Reference the line number if comments and explanations are used.

### **SIGNATURE BLOCK**

**Prime Contractor's Signature:** Enter your printed name, title, sign with an electronic signature or a wet signature, and date

FORM 01 77 00.01 CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS PARTICIPATION

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

**CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS PARTICIPATION**

TO:	Real Estate Services Division (Construction Services Area Office Address)	Date:
		Project Number:
		Contract Number:

FROM:

PROJECT  
TITLE:

THIS IS TO CERTIFY THAT I, \_\_\_\_\_  
(Print Name)

AS AN AUTHORIZED OFFICIAL OF \_\_\_\_\_  
(Firm or Corporation)

WORKING IN THE CAPACITY OF \_\_\_\_\_  
(Title)

HAVE BEEN PROPERLY AUTHORIZED BY SAID FIRM OR CORPORATION TO SIGN THE  
FOLLOWING STATEMENT PERTAINING TO SUBJECT CONTRACT.

Pursuant to Government Code, Section 14841,

I, the undersigned, hereby certify that to the best of my knowledge, the Small Business participation  
information listed on the attached report for the above contract is complete and correct.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

## FORM 01 77 00.02 CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS PARTICIPATION

State of California · Department of General Services

 PRELIMINARY REPORT**CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS (SB) PARTICIPATION** FINAL REPORT

CONTRACT NUMBER		PROJECT NUMBER		CONTRACT COMPLETION DATE		CONTRACT ACCEPTANCE DATE	
PRIME CONTRACTOR		ORIGINAL CONTRACT AMOUNT			FINAL CONTRACT AMOUNT		
DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	SB BUSINESS NAME AND ADDRESS	SB CERT. NO.	SB CONTRACT PAYMENTS				
			PAYMENT AMOUNT	DATE WORK COMPLETED	DATE OF FINAL PAYMENT	COMMENTS	
TOTAL \$							

ORIGINAL SMALL BUSINESS COMMITMENT: \_\_\_\_\_ %

ACTUAL SMALL BUSINESS ACHIEVED: \_\_\_\_\_ %

Page \_\_\_\_\_ of \_\_\_\_\_

SECTION 01 79 00  
DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing State's personnel, including the following:

1. Instruction in operation and maintenance of systems, subsystems, products and equipment.
2. Demonstration and training video recordings.

1.2 SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Submit a minimum of 6 weeks prior to requesting inspection for determining date of Completion of the Work.
2. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Attendance Record: For each training module, within seven days of end training, submit list of participants and length of instruction time.

C. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
  - a. Name of Project.
  - b. Name of Contractor.
  - c. Date of video recording.
2. At completion of training, submit complete training manual(s) for State's use prepared in same PDF file format required for operation and maintenance manuals.

1.3 QUALITY ASSURANCE

A. Provide demonstration and instruction to State personnel, performed by a representative approved by the equipment or system manufacturer.

## 1.4 COORDINATION

- A. Coordinate instruction schedule with State's operations. Adjust schedule as required to minimize disrupting State's operations and to ensure availability of State's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and accepted by State.

## 1.5 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.

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4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## 1.6 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 77 00 "Closeout Procedures."
- B. Set up instructional equipment at instruction location.

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## 1.7 INSTRUCTION

- A. Engage qualified instructors to instruct State's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. State will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction for all seasons of operations.
  - 1. Schedule training with State with at least 14 days' advance notice.
  - 2. All demonstration and training shall be completed prior to requesting final inspection.
- C. Time Allocated for Instructions: Amount of time required for instruction on each item of equipment and system shall as necessary to explain function and troubleshooting for equipment including but not limited to HVAC and Electrical Generatory, and not less than one hour.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
  - 1. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instructions.
- E. Cleanup: Collect used and leftover educational materials and give them to State. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

## 1.8 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. Provide digital recording with audio of demonstrations and instructions in digital video MPEG format. Recording shall clearly show equipment or systems as they are being described. Audio portion of recording shall include entire session narrative, including questions and answers.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 86 19

### TESTING, ADJUSTING, AND BALANCING PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Provide testing organization services under provisions specified in Section 01 45 29; for testing, adjusting, and balancing specified for systems in individual Sections, including the following:
  - 1. Heating, Ventilating, and Air Conditioning.

##### 1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction, General requirements for inspections, tests and approvals.
- B. Section 01 33 00: Submittal Procedures
- C. Section 01 45 29: Testing Laboratory Services: Employment of testing agency(ies) and payment for services.
- D. Section 01 75 00: Starting and Adjusting.

##### 1.03 SUBMITTALS

- A. Prior to start of work, submit name of organization or personnel proposed to perform services. Designate managerial responsibilities for coordination of entire testing, adjusting, and balancing.
- B. Submit documentation to confirm organization or personnel qualifications.
- C. Submit 3 preliminary specimen copies of each report form proposed for use.
- D. Prior to requesting a final inspection, submit 3 copies of final reports of testing, adjusting, and balancing performed to date. Submit reports of testing, adjusting, and balancing which is postponed due to seasonal, climatic, occupancy, or other reasons beyond Contractor's control, promptly after execution of those services.

##### 1.04 PREPARATION

- A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to the State Inspector to facilitate spot checks during testing. Retain possession of instruments and remove upon completion of services.
- B. Verify installation of system to be tested is complete and in continuous operation.
- C. Verify ambient conditions and related facilities required to conduct testing, adjusting, and balancing are in full operation.

##### 1.05 GENERAL PROCEDURES

- A. Comply with procedural standards of certifying association under whose standards service will be performed.

- B. Notify the State Inspector 3 days prior to beginning operations.
- C. Accurately record data for each step.
- D. Report to State Inspector defects or deficiencies noted during performance of services.

#### 1.06 FINAL REPORTS

- A. Organization having managerial responsibility shall make reports.
- B. Each form shall bear signature of recorder and supervisor of reporting organization.
- C. Identify each instrument used, and latest date of calibration of each.

#### 1.07 CONTRACTOR RESPONSIBILITIES

- A. Prepare each system for testing and balancing.
- B. Cooperate with testing organization and provide access to equipment and systems. Operate systems at designated times, and under conditions required for proper testing, adjusting, and balancing.
- C. Notify testing organization 7 days prior to time the system will be ready for testing, adjusting, and balancing.

END OF SECTION